

HOLMES, ATHEY, COWAN & MERMELSTEIN LLP

Andrew B. Holmes (SBN: 185401)

abholmes@holmesathey.com

Andrew S. Cowan (SBN: 165435)

acowan@holmesathey.com

811 Wilshire Boulevard, Suite 1460

Los Angeles, California 90017

Tel: (213) 985-2200

Fax: (213) 973-6282

Attorneys for Plaintiffs *Breanne Ashley Freeman, Joel B. Freeman, Kevin M. Christian, Linda D. Christian, Chase A. Gibson, Felicia D. Gibson, Nathan D. DeTracy, Jennifer DeTracy, John Patrick Dwyer Jr., Christine Dwyer, John David Jeffrey Folsom, Micah Dannan Folsom, Thomas Brad Foster, Ericka R. Foster, James Hicks, Lara Hicks, Stephen Roger Innis, Jaime Rose Innis, Josh Nathanael Johnson, Season Marie Johnson, Karl McAllister, Melissa McAllister, Nathan Wesley Moore, Dana Joanne Moore, Eric Pardue, Kristen M. Pardue, Lisa M. Price, Joshua L. Spencer, and Melinda M. Spencer*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BREANNE ASHLEY FREEMAN, an individual; JOEL B. FREEMAN, an individual; KEVIN M. CHRISTIAN, an individual; LINDA D. CHRISTIAN, an individual; CHASE A. GIBSON, an individual; FELICIA D. GIBSON, an individual; NATHAN D. DETRACY, an individual; JENNIFER DETRACY, an individual; JOHN PATRICK DWYER JR., an individual; CHRISTINE DWYER, an individual; JOHN DAVID JEFFREY FOLSOM, an individual; MICAH DANNAN FOLSOM, an individual; THOMAS BRADLEY FOSTER, an individual; ERICKA R. FOSTER, an individual; JAMES HICKS, an individual; LARA HICKS, an individual; STEPHEN ROGER INNIS, an individual; JAIME ROSE INNIS, an individual; JOSH NATHANAEL JOHNSON, an individual; SEASON MARIE JOHNSON, an

Case No.

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

individual; KARL MCALLISTER, an
individual; MELISSA MCALLISTER, an
individual; NATHAN WESLEY
MOORE, an individual; DANA JOANNE
MOORE, an individual; ERIC PARDUE,
an individual; KRISTEN M. PARDUE, an
individual; LISA M. PRICE, an
individual; JOSHUA L. SPENCER; an
individual; and MELINDA M.
SPENCER, an individual,

Plaintiffs,

vs.

PENN MUTUAL LIFE INSURANCE
COMPANY; WINTRUST LIFE
FINANCE; RANDALL SCOTT BOLL,
an individual; DEWANE LEWIS, JR., an
individual; CROSSLIN PLLC; PLURIS
VALUATION ADVISORS LLC; ESPEN
ROBAK, an individual; KALICKI
COLLIER LLP; LAW OFFICES OF
OSHINS & ASSOCIATES, LLC;
OXFORD RISK MANAGEMENT
GROUP; STRATEGIC RISK
ALLIANCE, A/K/A SRA 831(b)
ADMIN; and DOES 1-50

Defendants.

I. INTRODUCTION

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1. This case is principally brought pursuant to the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962, as it involves a pattern of racketeering activity arising from a scheme to defraud twenty-nine (29) victim plaintiffs.

2. The fraudulent scheme operated as follows: Defendants made materially false statements in order to sell plaintiffs personal life insurance and related products. In particular, defendant falsely told plaintiffs that they could save (or even make) money by utilizing various purportedly tax-advantaged strategies involving life insurance and other related products. Unbeknownst to the Plaintiffs, these tax avoidance and related scams were a sham and their purported tax advantages illusory and/or illegal.

3. Defendants reaped substantial profits, bonuses, commissions and fees from the sale of the insurance policies, related loans, and other related products and services. Plaintiffs never received the promised tax and other benefits, which were illusory. As a result, plaintiffs lost substantial sums of money due to the large sums they paid defendants for insurance premiums, loan interest, other fees charged by defendants, and other consequential damages.

4. The mastermind of this fraudulent scheme was defendant RANDALL SCOTT BOLL (“BOLL”), who (among other things) was an appointed insurance agent for defendant PENN MUTUAL LIFE INSURANCE COMPANY (“PENN”), which underwrote and sold the life insurance policies. In December 2021, BOLL was indicted in this judicial district on federal charges of money laundering and other crimes. After initially being indicted for money laundering, in July of 2022, BOLL pleaded guilty in federal court to a felony charge of conspiracy to cause a financial institution to fail to file currency transaction reports and to structure financial transactions in violation of 18 U.S.C. § 371 and 31 U.S.C. §§ 5324(a)(1), (a)(3).

5. Each of the defendants knowingly participated in and furthered the fraudulent scheme. Such conduct included joint marketing and promotion of the sham tax avoidance strategies, the creation of phony and inflated valuations of plaintiffs’ net worth

1 in order to “satisfy” underwriting requirements; the creation of sham business entities for
2 the ostensible purpose of investing in the insurance policies and generating tax
3 deductions; and phony valuations of sham transactions in order to “satisfy” IRS
4 requirements.

5 6. As discussed below in greater detail, defendants marketed and sold these
6 schemes to the victim plaintiffs through numerous interstate wire communications that
7 contained and/or furthered false representations and material omissions. They also
8 transmitted in interstate commerce numerous false documents, such as materially false
9 valuations of plaintiffs’ net worth, all in furtherance of this scheme. As a result of this
10 fraud, defendants reaped substantial profits at the expense of plaintiffs, who suffered
11 substantial financial losses.

12 7. Each victim plaintiff also has supplemental claims arising under state law
13 against various of the defendants, as set forth below.

14 **II. JURISDICTION AND VENUE**

15 8. This Court has original jurisdiction over the subject matter of this action
16 pursuant to 28 U.S.C. § 1331 and 18 U.S.C. § 1964. This Court has personal jurisdiction
17 over defendants pursuant to 18 U.S.C. § 1965(b) and (d), because each defendant
18 transacts its affairs in this district. The Court has supplemental jurisdiction over the state
19 law claims pursuant to 28 U.S.C. § 1367. The amount in controversy exceeds \$75,000 for
20 plaintiffs, exclusive of costs and interest.

21 9. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(3) because
22 this Court has personal jurisdiction over each defendant pursuant to 18 U.S.C. § 1965(b)
23 and (d), and the defendants are subject venue here as there is no district in which an
24 action may otherwise be brought pursuant to 28 U.S.C. § 1391(b)(1) or (2). Venue is also
25 proper under 18 U.S.C. § 1965(a) because all defendants transacted business in this
26 district.
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III. PARTIES

A. Plaintiffs

10. Plaintiff BREANNE ASHLEY FREEMAN is an individual who resides in the Central District of California.

11. Plaintiff JOEL B. FREEMAN is an individual who, at the time of entering into the various transactions described herein, resided in the Central District of California.

12. Plaintiffs KEVIN M. CHRISTIAN and LINDA D. CHRISTIAN are individuals, married to one another, who reside in the state of Texas.

13. Plaintiffs CHASE A. GIBSON and FELICIA D. GIBSON are individuals, married to one another, who reside in the state of Texas.

14. Plaintiffs NATHAN D. DETRACY and JENNIFER DETRACY are individuals, married to one another, who, at all times relevant to this action resided in the state of Washington, but who are now resident in Arizona.

15. Plaintiffs JOHN PATRICK DWYER JR. and CHRISTINE DWYER are individuals, married to one another, who reside in the state of Texas.

16. Plaintiffs JOHN DAVID JEFFREY FOLSOM and MICAH DANNAN FOLSOM are individuals, married to one another, who reside in the state of Idaho.

17. Plaintiffs THOMAS BRADLEY FOSTER and ERICKA R. FOSTER are individuals, married to one another, who reside in the state of Virginia.

18.

19. Plaintiffs JAMES HICKS and LARA HICKS are individuals, married to one another, who reside in the state of Ohio.

20. Plaintiffs STEPHEN ROGER INNIS and JAIME ROSE INNIS are individuals, married to one another, who reside in the state of Michigan.

21. Plaintiffs JOSH NATHANAEL JOHNSON and SEASON MARIE JOHNSON are individuals, married to one another, who reside in the state of Oregon.

22. Plaintiffs KARL MCALLISTER and MELISSA MCALLISTER are individuals, married to one another, who reside in the state of Texas.

23. Plaintiffs NATHAN WESLEY MOORE and DANA JOANNE MOORE are individuals, married to one another, who, at the time of entering into the various transactions described herein, resided in the state of Wisconsin, but who now reside in the state of Florida.

24. Plaintiffs ERIC PARDUE and KRISTEN M. PARDUE are individuals, married to one another, who reside in the state of Tennessee.

25. Plaintiff LISA M. PRICE is an individual who resides in the state of Tennessee.

26. Plaintiffs JOSHUA L. SPENCER and MELINDA M. SPENCER are individuals, married to one another, who reside in the state of Texas.

B. Defendants

27. Defendant PENN MUTUAL LIFE INSURANCE COMPANY (“PENN”) is a Delaware corporation, with principal offices located in Horsham, Pennsylvania. At all times hereto, LEWIS was a Managing Partner of PENN, as well as its actual and appointed agent, and was based in its local office in Brentwood, Tennessee,¹ until PENN relocated that office to Nashville, Tennessee in May of 2024.

28. Defendant WINTRUST LIFE FINANCE (“WINTRUST”), with principal offices in Newark, New Jersey, is a division of Lake Forest Bank and Trust Company, N.A. (“Lake Forest Bank”), which is a nationally chartered bank with a principal place of business in Lake Forest, Illinois. Lake Forest Bank is a wholly owned subsidiary of Wintrust Financial Corporation, which is an Illinois corporation with its principal place of business in Rosemont, Illinois, and is publicly traded on the Nasdaq Global Select Market with stock ticker symbol WTFC.

¹ PENN also uses several trade names for its various services, including “PS&G Financial Partners,” which is now known as “1847 Financial” – apparently as a call-back to PENN’s founding in 1847.

29. Defendant RANDALL SCOTT BOLL (“BOLL”) is an individual who lived in Tennessee until his federal money laundering indictment and arrest, but as of January of 2024, resided in Rio Verde, Arizona. At all relevant times, BOLL held himself out as having at least the following professional designations: CFP, ChFC, CLU, CRPS, CLTC, and TEP. Further, at all relevant times, BOLL was a principal of CROSSLIN (or its predecessor), was an insurance producer licensed in numerous states, and was an actual and appointed career agent of PENN, identified as a “Penn Mutual Financial Professional” working through the PENN office run by LEWIS. BOLL also served as an unlicensed loan broker on behalf of, and at the direction of, defendant WINTRUST.

30. Defendant DEWANE LEWIS, JR. (“LEWIS”) is an individual residing in Lebanon, TN. Since 2016, LEWIS has been a managing partner and principal with PENN. At all relevant times, LEWIS was the Managing Partner and principal of the Brentwood (now Nashville), Tennessee PENN agency.

31. Defendant CROSSLIN PLLC (“CROSSLIN”) is a public accounting firm located in Nashville, TN. In or around August of 2021, CROSSLIN merged with TBH Tax, a Wyoming-based accounting firm founded by BOLL. CROSSLIN acquired all of the business of TBH Tax, and absorbed its approximately 31 employees across multiple states. Following the merger, defendant BOLL became a Principal of Tax Strategy and Asset Protection Planning at CROSSLIN. At all times herein, references to conduct by “CROSSLIN” encompass conduct by its predecessor entity TBH Tax (and any predecessor to TBH Tax).

32. Defendant PLURIS VALUATION ADVISORS LLC (“PLURIS”) is Limited Liability Corporation with offices in San Francisco, CA and New York, NY. Espen Robak is the President of PLURIS. According to its website,² among other things, PLURIS “[s]erves the needs of high net worth individuals or families that need valuations

² Website accessed 11/22/24, at <https://pluris.com/who-we-serve/private-clients/>

1 primarily for tax purposes. This includes private clients engaged in estate planning or
2 charitable gifting.”

3 33. Defendant ESPEN ROBAK (“ROBAK”) is President and founder of
4 PLURIS, and holds a Chartered Financial Analyst (“CFA”) designation. ROBAK worked
5 with KALICKI to value the charitable LLCs used in the RICO scheme.

6 34. Defendant KALICKI COLLIER LLP (“KALICKI”) is a Reno, NV-based
7 law firm that worked with PLURIS and ROBAK, and provided legal services to (or at the
8 direction of) BOLL with regard to the creation and maintenance of the LLCs used in the
9 RICO scheme.

10 35. Defendant LAW OFFICES OF OSHINS & ASSOCIATES, LLC
11 (“OSHINS”) is a Las Vegas, NV-based law firm that provided legal services to (or at the
12 direction of) BOLL with regard to the creation and maintenance of the LLCs used in the
13 RICO scheme.

14 36. Defendant OXFORD RISK MANAGEMENT GROUP (“OXFORD”) is a
15 Sparks, MD-based entity that states on its website that it is “The Leading Provider of
16 Captive Insurance Services.”³ OXFORD worked with BOLL in the RICO scheme.

17 37. Defendant STRATEGIC RISK ALLIANCE, a/k/a SRA 831(b) ADMIN
18 (“SRA”) is an Eagle, ID-based entity that states on its website that it is “Helping small
19 and mid-size businesses build 831(b) Micro Captive Plans to mitigate risk and
20 strategically defer taxes.”⁴ SRA worked with BOLL in the RICO scheme.

21 **IV. FACTUAL ALLEGATIONS**

22 **A. The Racketeering Enterprise**

23 38. Based upon plaintiffs’ current knowledge, defendants BOLL, CROSSLIN,
24 LEWIS, PENN, WINTRUST, KALICKI, PLURIS, ROBAK, and OSHINS constituted a
25 group of persons and entities associated in fact, hereinafter referred to in this Complaint
26

27 ³ Website accessed 12/15/24, at <https://www.oxfordrmg.com/>

28 ⁴ Website accessed 12/15/24, at <https://www.831b.com/>

1 as the “High-Premium Insurance Enterprise” (or “HPI Enterprise”, and the participating
2 defendants, the “HPI Enterprise Defendants”).

3 39. 39. The HPI Enterprise was an organization consisting of individuals and
4 business entities associated for the common or shared purpose of selling, promoting
5 and/or marketing high-premium life insurance policies and related products to plaintiffs
6 through deceptive and misleading sales tactics and materials, and deriving profits from
7 those activities.

8 40. The HPI Enterprise constituted an “enterprise,” as defined by Title 18,
9 United States Code § 1961(4), that is, a group of individuals and entities associated in
10 fact, although not a legal entity, which was engaged in, and the activities of which
11 affected, interstate and foreign commerce. The HPI Enterprise constituted an ongoing
12 organization whose members and associates functioned as a continuing unit for a
13 common purpose of achieving the objectives of the enterprise.

14 **B. Purposes of the Racketeering Enterprise**

15 41. The purposes of the HPI Enterprise included, but were not limited to, the
16 following:

- 17 a. Marketing sham tax avoidance strategies to plaintiffs that required the
18 plaintiffs to purchase PENN HPI policies and associated products such as
19 premium-financed life insurance loans (“PFLI loans”);
- 20 b. Enriching PENN through premiums paid on the life insurance policies;
- 21 c. Enriching BOLL and other individuals associated with the HPI Enterprise
22 through commissions related to the sale of these high-premium insurance
23 policies and/or PFLI loans.
- 24 d. Enriching WINTRUST through interest and loan fees charged in connection
25 with PFLI loans for HPI policies;
- 26 e. Enriching LEWIS through premiums and/or commissions paid on HPI
27 policies;
- 28

- 1 f. Enriching BOLL, CROSSLIN, KALICKI, PLURIS, ROBAK, OSHINS, and
2 others associated with the HPI Enterprise through payments that established
3 and maintained the various sham tax avoidance strategies promoted by
4 defendants.

5 **C. Means and Methods of the Racketeering Enterprise**

6 42. The means and methods by which the HPI Enterprise Defendants and others
7 conducted and participated in the affairs of the HPI Enterprise, and exerted substantial
8 control over it, included the following:

- 9 a. Defendant BOLL, CROSSLIN, PENN, and LEWIS would promote the sale
10 of PENN HPI policies to plaintiffs by falsely claiming they generated
11 significant tax advantages.
- 12 b. Defendant BOLL, CROSSLIN, PENN, and LEWIS would promote sham
13 tax deductions that he falsely claimed would enable plaintiffs to pay for
14 PENN HPI policies they could not otherwise afford.
- 15 c. Defendants BOLL, CROSSLIN, PENN and LEWIS would jointly promote
16 BOLL's sham tax deductions, which gave them a veneer of legitimacy due
17 to the imprimatur of PENN, a leading national insurance company.
- 18 d. Defendant BOLL and other members and associates of the enterprise would
19 reap high commissions (as much as 75-125% of the initial annual premium
20 paid by the policyholder) for each HPI policy sold.
- 21 e. Defendant PENN would ignore its own underwriting guidelines by
22 repeatedly accepting insurance applications for plaintiffs that BOLL and/or
23 CROSSLIN prepared, which falsely inflated the net worth of plaintiffs.
- 24 f. Defendant PENN would reap huge profits from premiums paid by plaintiffs,
25 because all of plaintiffs' policies were designed to (and in fact did) terminate
26 long before the insureds' life expectancies.
- 27 g. Defendant CROSSLIN, to facilitate the sham tax deductions promoted by
28 defendants BOLL, PENN and LEWIS, would represent that BOLL was a

- 1 qualified and reliable tax advisor, and that the sham tax deductions were
2 lawful.
- 3 h. Defendant CROSSLIN, to facilitate the sham tax deductions promoted by
4 defendants BOLL, PENN and LEWIS, would prepare and file tax returns on
5 behalf of the plaintiffs that included these sham tax deductions.
- 6 i. In furtherance of one type of sham tax avoidance strategy, Defendants
7 BOLL, CROSSLIN, PENN, LEWIS, and WINTRUST would promote PFLI
8 loans sold by WINTRUST which they falsely claimed would enable
9 plaintiffs to pay for PENN HPI policies they could not otherwise afford.
- 10 j. Defendants PENN, WINTRUST, CROSSLIN, BOLL and LEWIS would
11 also develop joint marketing materials, such as brochures, presentations, and
12 other documentation, that touted the benefits of purchasing a premium-
13 financed HPI policy from PENN coupled with a PFLI loan from
14 WINTRUST.
- 15 k. To facilitate the sale of the WINTRUST PFLI loans, defendant BOLL,
16 acting in his capacity as an agent of CROSSLIN, PENN and WINTRUST,
17 and other members and associates of the enterprise would make false
18 statements about the tax advantages of the loans, as well as the PENN HPI
19 policies and also misrepresent—or fail to disclose—material information
20 required under applicable state insurance laws.
- 21 l. To facilitate the sale of the PENN HPI policies funded by WINTRUST PFLI
22 loans, defendants BOLL, CROSSLIN, PENN, LEWIS and WINTRUST
23 would knowingly use false and inflated valuations of the net worths of
24 plaintiffs, which BOLL and CROSSLIN created to “satisfy” the
25 underwriting requirements of PENN and WINTRUST.
- 26 m. Defendant WINTRUST would earn revenues from the interest associated
27 with each PFLI loan, as well as from various fees associated with each loan.
28

- 1 n. Defendant WINTRUST would cause the PENN HPI policies financed by
2 their PFLI loans to terminate, so that WINTRUST could recoup the principal
3 owed on its loans from the residual value of the HPI policy and/or the
4 additional collateral posted by plaintiffs and other individuals.
- 5 o. Defendant law firms KALICKI and OSHINS would knowingly facilitate the
6 sham tax deductions promoted by defendants BOLL, CROSSLIN, PENN
7 and LEWIS by creating entities that would hold or manage the PENN HPI
8 policies, and create legal documents on behalf of these entities.
- 9 p. Defendants PLURIS and ROBAK would knowingly facilitate the sham tax
10 deductions promoted by defendants BOLL, CROSSLIN, PENN and LEWIS
11 by creating false valuations of the assets of entities created by BOLL, in
12 order to “satisfy” IRS requirements.

13 43. At all relevant times, each participant in the HPI Enterprise was aware of the
14 scheme to induce plaintiffs to purchase PENN HPI policies and related products, was a
15 knowing and willing participant in the scheme, and reaped profits therefrom.

16 44. The HPI Enterprise engaged in and affected interstate commerce because it
17 involved activities across state boundaries, such as the marketing, promotion,
18 advertisement and sale of the policies and associated loans or other schemes, and the
19 receipt of premiums, interest payments, commissions, and other charges arising from the
20 sale of the policies and related products.

21 **D. The HPI Enterprise Defendants’ Sham Tax Avoidance Strategies**

22 45. The HPI Enterprise Defendants used a prepared “menu” of purportedly
23 legitimate and advanced tax savings strategies to generate massive fees and commissions.
24 A true and correct copy of a representative “menu” the HPI Enterprise Defendants
25 provided to one of the plaintiffs is attached hereto as **Exhibit A**. The HPI Enterprise
26 Defendants used a number of these sham tax avoidance strategies to defraud the
27 plaintiffs, as described below.
28

1 46. HPI policies, as a type of whole life insurance, cover the entire life of the
2 insured, in contrast to “Term” policies that cover the insured for specified periods of
3 time.

4 47. Premiums for HPI policies are substantially higher than premiums for
5 Universal Life (“UL”) and Term policies, in part because they include a guaranteed cost
6 of insurance, as well as a guaranteed minimum cash value component. Over time, the
7 policy accrues a cash value that is tax advantaged.

8 48. HPI policies, however, carry a much greater risk of loss in the event that
9 either the attendant PFLI loan becomes unaffordable, or the HPI policy can otherwise not
10 be maintained by the policyholder.

11 49. PENN’s HPI policies generate extremely high guaranteed commissions for
12 the agents and offices who sell them, far greater than UL, term, or lower-premium whole
13 life policies.

14 50. The HPI Enterprise Defendants, in order to reap these high HPI policy
15 commissions and/or other fees, recommended and sold only PENN HPI policies to
16 plaintiffs, without regard to their insurance need, net worth, or actual financial situation.

17 51. The HPI Enterprise Defendants, knowing that plaintiffs could typically not
18 actually afford the HPI policies being promoted, lured them into purchasing these HPI
19 policies by falsely claiming that they would generate significant tax savings that would
20 defray their high cost.

21 52. Generally, life insurance premiums (and any related premium financing
22 costs) are not tax deductible. However, the HPI Enterprise Defendants falsely told
23 plaintiffs that they could generate deductions through some or all of the following sham
24 tax strategies, which were all elaborate mechanisms that purportedly allowed HPI
25 premiums to be deducted.

26 **1. Sham PFLI Loan Deductions**

27 53. In a PFLI Policy, the insured enters into a contract with a lender, in this case
28 WINTRUST, to finance the PENN policy premiums. WINTRUST (the lender)

1 conditionally agrees to pay the policy premiums (to PENN) for a specified number of
2 years and receives loan fees and interest in exchange.

3 54. The insured (here, some of the victim plaintiffs) thereby pays “interest only”
4 on the loan to WINTRUST instead of the full amount of the annual life insurance
5 premium otherwise owed to PENN.

6 55. The PFLI loan is secured by the surrender value of the PENN HPI policy,
7 and by additional assets of the borrower, including cash placed on deposit with
8 WINTRUST or its affiliates, negotiable instruments (such as CDs) held by the insured
9 (here, some of the victim plaintiffs), as well as security interests on securities and stock
10 accounts and other assets of the borrower. The goal of these types of arrangements is
11 typically that, over time, the cash value of the policy grows to the point where the
12 increased cash value of the policy will itself cover the ongoing loan interest payments.
13 The accumulated balance of the loan is supposed to be repaid from the cash value in the
14 policy.

15 56. The HPI Enterprise Defendants’ sham PFLI loan deduction strategy operated
16 as follows: They would create an LLC for the sole purpose of owning an HPI PFLI
17 policy, which supposedly allowed both PFLI loan interest and HPI premium payments to
18 be tax deductible as a means to make these PFLI policies appear to be financially
19 advantageous. However, these deductions were improper, and the purported tax benefits
20 were illusory.

21 57. While promoting purported tax benefits of PFLI loans to plaintiffs, the HPI
22 Enterprise Defendants failed to disclose material facts, in particular, significant risks
23 associated with such loans. Among other things, they failed to inform plaintiffs that
24 interest rate fluctuations might make the PFLI loans too expensive to sustain, at which
25 point the plaintiffs would default on the loan, causing a loss of their posted collateral and
26 the cash surrender value of the HPI policy, as well as loss of all insurance and prior
27 Interest and loan fees paid.
28

2. Sham Charitable Life Insurance Strategy

58. The HPI Enterprise Defendants also promoted the sale of HPI policies by falsely telling plaintiffs they would generate tax deductions through the use of charitable limited liability companies (“CLLCs”).

59. The HPI Enterprise Defendants’ sham PFLI loan deduction strategy operated as follows: defendants BOLL or KALICKI would create a CLLC for the sole purpose of owning a PENN HPI policy. The CLLC would then donate 99% of its own shares to a supposed charity selected by BOLL. The HPI Enterprise Defendants falsely told plaintiffs that this would allow them to claim an immediate charitable tax deduction equal to 99% of the CLLC’s value (which consisted solely of the false and inflated appraisal prepared by PLURIS and ROBAK). This was yet another means to make these HPI policies appear to be financially advantageous.

60. In reality, the charity would receive no benefit from the purportedly donated property, rendering the supposed tax deduction invalid and illusory.

61. In furtherance of the sham charitable life insurance strategy, defendants BOLL and KALICKI enlisted defendants PLURIS and ROBEK to knowingly create false appraisal reports to “validate” the donation as required by the IRS.

3. Sham Deferred Compensation Strategy

62. The HPI Enterprise Defendants also promoted the sale of HPI policies by falsely telling plaintiffs they would be used to establish create legitimate tax-advantaged deferred compensation strategies, such as Non-Qualified Deferred Compensation plans, Retirement Benefits Plans, Employee Benefit Plans, and/or Restricted Benefit Trusts. BOLL failed to do so.

63. After selling the HPI policy (and collecting his commissions and fees), the HPI Enterprise Defendants typically only took the first step in establishing such plans and/or trusts. Although the HPI Enterprise Defendants typically created the initial entity (the first required step), they would fail to carry out the other legal requirements, such as:

- a. the formation of additional required qualifying trusts and accounts;
- b. drafting, dissemination, and execution of plan documents;
- c. hiring of third-party administrators to perform contribution and benefit formula calculations, discrimination testing, and other actuarial tests; and
- d. preparation and filing of plan reports and annual tax returns, such as IRS Form 5500, for tax compliance qualifications.

64. The HPI Enterprise Defendants failed to disclose that the deferred compensation strategies were merely a ruse to convince the plaintiffs to purchase PENN HPI policies, and that the plans and trusts they had promised to create were defective and/or incomplete, and could not generate or provide the promised tax savings.

E. The HPI Enterprise Defendants' Scheme to Defraud Plaintiffs

65. HPI policies are intended for high-net-worth individuals, partly due to the high cost of their premiums. Insurance agents are highly motivated to sell HPI policies because they generate extremely large commissions, in this case between 75% and 125% of the initial annual premium paid by the insured.

66. As described below, the HPI Enterprise Defendants devised and executed a scheme to defraud plaintiffs through the sale of HPI policies and related products and services. The HPI Enterprise Defendants induced plaintiffs to purchase HPI policies through the Sham Tax Avoidance Strategies described above in Section IV.D, which promised large (but illusory) tax deductions that could be generated through the HPI policies.

67. While most of the plaintiffs were not high net worth individuals and should not have been sold HPI policies (and as such, certainly didn't qualify for any PFLI loans), none of the plaintiffs had tax optimization experience. The HPI Enterprise Defendants took advantage of plaintiffs' lack of sophistication and convinced them that such policies were affordable due to the tax deductions they would generate—in essence promising them that the HPI policies would pay for themselves.

68. The HPI Enterprise Defendants profited richly by reaping large commissions, fees, and interest associated with the sale of HPI policies and related products and services.

69. Plaintiffs received none of the promised tax benefits, and lost significant sums through the premiums, interest, and fees they paid to the HPI Enterprise Defendants. Ultimately, plaintiffs typically lost the HPI policies themselves (into which they had contributed significant funds) when they could no longer afford to pay the premiums.

1. Fraudulent Conduct of Defendant BOLL

70. Defendant BOLL, individually and in connection with the other HPI Enterprise Defendants, devised a scheme to sell PENN HPI policies to plaintiffs, despite knowing that they lacked the financial resources to continue paying high premiums over time. He persuaded plaintiffs to buy the PENN HPI policies by promoting sham tax avoidance strategies that incorporated PENN HPI policies. They falsely told plaintiffs that the resulting tax savings (which were in truth illusory) would make the HPI policies both affordable and lucrative for them.

71. BOLL presented himself as a religious and well-meaning cancer survivor, who was also an impressively credentialed business, insurance, and tax expert. He held seminars promoting his sham tax avoidance strategies, which were attended by LEWIS, and some of the plaintiffs as well.

72. In order to carry out this scheme, defendant BOLL enlisted various entities and individuals to promote the sale of PENN HPI policies and carry out the associated sham tax avoidance strategies. These included defendants PENN, WINTRUST, LEWIS, CROSSLIN, KALICKI, OSHINS, PLURIS, and ROBAK, among others. This scheme enabled the HPI Enterprise Defendants to reap huge profits from commissions generated by the sale of HPI policies, as well as profits associated with the sale of services and products associated with the sham tax avoidance strategies.

1 73. At all times, the HPI Enterprise Defendants knew that the sham tax
2 avoidance strategies were unlawful and could not legitimately generate the promised tax
3 savings.

4 74. Defendants BOLL and CROSSLIN also relied on the sham tax avoidance
5 strategies to promote and sell to most plaintiffs so-called “Stewardship Agreements,” at a
6 cost of \$3,000 per month, under which plaintiffs would cede control of their finances to
7 BOLL and/or CROSSLIN (an entity controlled by BOLL). For this fee, BOLL and
8 CROSSLIN would provide advice and service relating to the sham tax avoidance
9 strategies, which they knew were unlawful.

10 75. Most of the Stewardship Agreements and sham tax avoidance strategies
11 were implemented through limited liability companies created by BOLL or by defendant
12 law firms KALICKI and OSHINS at the direction of defendant BOLL. A public records
13 search revealed approximately 725 BOLL-related LLCs, the vast majority of which were
14 entities created in Wyoming whose official place of business is a luxury home in that
15 state associated with BOLL.

16 **2. Fraudulent Conduct of Defendant CROSSLIN**

17 76. Defendants BOLL and CROSSLIN created and maintained the sham tax
18 avoidance strategies used in the fraudulent scheme.

19 77. At the direction of defendant BOLL, most plaintiffs entered into
20 “Stewardship Agreements” with defendant CROSSLIN (or one of its predecessors)
21 whereby plaintiffs would pay CROSSLIN fees of \$3,000 per month in exchange for its
22 services relating to the sham tax avoidance strategies.

23 78. Through Stewardship Agreements and/or other representation, one critical
24 service provided by defendant CROSSLIN was the preparation of tax returns for each of
25 the plaintiffs and often their companies and affiliates, as well as tax returns for the sham
26 LLCs that had been created at defendant BOLL’s direction in connection with the sham
27 tax avoidance strategies.
28

79. At all times, defendants BOLL and CROSSLIN knew that the sham entities for which CROSSLIN prepared returns did not meet IRS standards for the particular tax deductions that were being claimed. BOLL and CROSSLIN nevertheless assured plaintiffs that the tax deductions were legitimate, and plaintiffs filed their tax returns on this basis (though for some plaintiffs, CROSSLIN also failed to timely file tax returns, causing other problems).

80. As a result of the fraudulent scheme's improper tax treatments, many of the plaintiffs were required to re-file their taxes, and some were (or are being) audited.

81. On information and belief, CROSSLIN never publicly or formally terminated BOLL, and never officially advised their clients (including plaintiffs) of what had happened.

3. Fraudulent Conduct of Defendants PENN and LEWIS

82. At all relevant times, defendant BOLL was a commission-based career agent of defendant PENN. A career agent is generally a full-time, commissioned salesperson who works for an insurance company's field office and is obligated to send most of their business to that company.

83. Defendant PENN, however, never disclosed to plaintiffs that defendant BOLL was a career commission-based agent of PENN. PENN instead held out BOLL as a "financial professional" and qualified independent tax expert who could be trusted to act on their behalf.

84. Defendant BOLL worked directly with defendant LEWIS, who was an employee of defendant PENN and the Managing Partner of its Nashville, Tennessee office. PENN describes LEWIS as having "nearly four decades" of relevant experience and describes his role and employment position as follows: "Since 2016, [LEWIS] has been a managing partner and principal with Penn Mutual, and for the past eight years, he has been instrumental in leading [PENN's Nashville office]."⁵

⁵ 1847 Financial is a trade name of PENN. Website accessed 12/15/24, at <https://1847financial.com/blog/spotlight-on-dewane-lewis/>

1 85. Defendant LEWIS condoned and co-promoted the sham tax avoidance
2 strategies prior to (and after) the plaintiffs entering into them.

3 86. In fact, Defendant LEWIS attended a “Tax Strategy Workshop” put on by
4 BOLL in Nashville, TN in June of 2021, and was quoted on promotional materials as
5 follows (with full attribution to his capacity as Managing Partner for PENN)⁶: **“The most**
6 **comprehensive tax workshop I have ever attended in my 33 year career — practical**
7 **implementable strategies everyone can use.”**

8 87. Defendant LEWIS is also quoted in promotional materials regarding
9 BOLL’s “Tax Game 101: Keeping More of What’s Yours” as saying: **“We recommend**
10 **all of our agents get this course in the hands of every client.”** These promotional
11 materials identified and touted LEWIS as a Managing Partner for PENN.

12 88. Each plaintiff relied on defendant PENN’s endorsement of defendant BOLL
13 as a “tax expert” in deciding to participate in his sham tax avoidance strategies, purchase
14 a HPI policy from PENN, and/or purchase a PFLI loan from defendant WINTRUST.
15 Without PENN’s endorsement of BOLL, plaintiffs would not have chosen to work with
16 him.

17 89. BOLL worked with LEWIS to market, sell, underwrite, and issue the PENN
18 HPI policies. BOLL and LEWIS also worked together to further the various sham tax
19 avoidance strategies promoted to the victim plaintiffs by ensuring that the PENN HPI
20 policies reflected the names of the indirect businesses that owned the PENN HPI policies.

21 90. BOLL and LEWIS also similarly worked together to market, sell, document
22 and administer the PFLI loans with WINTRUST (further discussed in the next section,
23 regarding WINTRUST).

24 91. On numerous occasions, defendant LEWIS was present when defendant
25 BOLL made false representations to the victim plaintiffs regarding the purported tax
26 benefits associated with his sham tax avoidance strategies. LEWIS knew that these
27

28 ⁶ See *supra*, at footnote 1: PS&G Financial Partners is a trade name of PENN.

1 representations were false when BOLL made them, as he was aware that the deductions
2 were improper, and that using them as a means to sell the PENN HPI policies was
3 similarly improper.

4 92. Plaintiffs repeatedly informed LEWIS they were acquiring the PENN HPI
5 policies and PFLI loans based on BOLL's assurances they would receive tax deductions,
6 and LEWIS failed to warn or instruct plaintiffs the deductions were illusory and/or
7 illegal.

8 93. Under applicable state insurance law, defendant PENN, independently and
9 through LEWIS, had a duty not to accept business that PENN knew was unlawfully
10 solicited.

11 94. After defendant BOLL's federal felony conviction in 2022, PENN and
12 LEWIS began a comprehensive effort to scrub BOLL from their records, and substituted
13 another agent (D.K.) as the "writing agent." This was a false statement, because the
14 writing agent is by definition the original agent who solicited, sold, completed, and
15 signed the original application, and who typically delivered the policy—which for the
16 victim plaintiffs was BOLL. D.K. was never the "writing agent" but instead the
17 "servicing agent" who took over handling the policies that BOLL had originated.

18 95. PENN sought to sanitize its records to conceal BOLL's indictment from
19 plaintiffs (and likely from any regulatory scrutiny), and never informed plaintiffs that
20 BOLL was no longer authorized to represent PENN and that another person had been
21 appointed as their writing agent instead.

22 **4. Fraudulent Conduct of Defendant WINTRUST**

23 96. At all relevant times, defendants BOLL and LEWIS acted as agents and
24 unlicensed loan brokers on behalf of, and at the direction of, defendant WINTRUST.

25 97. WINTRUST conducted its PFLI loan business through BOLL, CROSSLIN,
26 PENN, and LEWIS, who identified individuals willing to purchase WINTRUST PFLI
27 loans, touted the supposed benefits of such loans, and falsely described the tax benefits of
28 such loans. The actions of BOLL and LEWIS fell within the scope of this agency for

1 WINTRUST, and their actions are therefore imputed to WINTRUST under the doctrine
2 of *respondeat superior*.

3 98. Defendant WINTRUST also delegated to defendants BOLL, CROSSLIN,
4 LEWIS, and PENN the authority to act on behalf WINTRUST with regard to the
5 plaintiffs who bought PFLI loans from WINTRUST, including the authority to provide
6 required lending disclosures to such plaintiffs; to obtain properly documented and
7 executed PFLI loan applications; and to service and administer the PFLI loans once they
8 were in place.

9 99. In connection with PENN and LEWIS, defendant WINTRUST, directly and
10 acting through its agent defendant BOLL, promoted PFLI loans to certain plaintiffs to
11 induce them to purchase PENN HPI policies associated with the sham tax avoidance
12 strategies. At all times, WINTRUST, through its agent BOLL, knew that these sham tax
13 avoidance strategies were illicit and could not legitimately generate the claimed tax
14 savings.

15 100. Defendant WINTRUST, acting through its agent defendant BOLL,
16 knowingly used false valuations of plaintiffs' net worth prepared by defendants BOLL
17 and CROSSLIN in order to "comply" with its underwriting requirements for PFLI loans.

18 101. As defendants knew, without receiving dramatically reduced income tax
19 bills (as a result of the fraudulent tax schemes sold by defendants), coupled with the
20 temporary low interest rates that existed during 2019 through 2022, the schemes were not
21 otherwise appropriate, affordable, or attractive for any plaintiff.

22 102. To induce them to participate, BOLL, CROSSLIN, LEWIS, and PENN
23 falsely told the plaintiffs that the PENN HPI policy's cash value would earn a rate higher
24 than the PFLI loan charges.

25 103. BOLL, CROSSLIN, WINTRUST, and PENN concealed the potential known
26 cost of credit and resulting lack of financial viability from plaintiffs. They also concealed
27 WINTRUST's potential collateral requirements, and how WINTRUST could value the
28 requisite collateral.

1 104. Moreover, PFLI policies are required to meet PENN's specific PFLI
2 underwriting guidelines, and WINTRUST has its own similar required underwriting
3 guidelines for PFLI loans. No PFLI policy or loan should issue unless those PENN and/or
4 WINTRUST underwriting guidelines are followed.

5 105. PENN's own marketing materials state that the primary purpose for a PFLI
6 policy is both a need and a desire for the insurance. Moreover, PFLI policies require a
7 purchase to have a minimum net worth of \$7,500,000, and WINTRUST's materials
8 require a minimum of \$5,000,000. This is because the policy premiums are more than
9 \$100,000 each year, and if interest rates don't stay within a narrow band, the policies
10 don't accrue a cash value fast enough to stay ahead of PFLI loan and collateral
11 requirements, which trigger collateral calls and loan defaults.

12 106. PFLI loans are never appropriate when the policy owner's income or assets
13 make payment of the premiums, absent of financing, unaffordable. Certain high net worth
14 individuals can afford to take these risks, but none of the plaintiffs were in that position.

15 107. But notwithstanding the failure of the plaintiffs to meet the required
16 underwriting guidelines, both PENN and WINTRUST issued the PFLI policies and loans
17 anyway.

18 **5. Fraudulent Conduct of Defendant Law Firms KALICKI and**
19 **OSHINS**

20 108. The sham tax avoidance strategies devised by defendants required the
21 creation of certain entities that would purchase and hold the PENN HPI insurance
22 policies.

23 109. In order to create these entities, defendants BOLL and CROSSLIN created
24 business LLCs and directed clients to defendant law firms KALICKI and OSHINS,
25 which would in turn establish the required entities, such as Charitable LLCs ("CLLCs"),
26 Beneficiary Defective Inheritance Trusts ("BDITs"), and "Investment LLCs" (entities
27 used as tax avoidance vehicles) that would either "manage" the investment of assets
28

1 borrowed from the CLLCs, or else otherwise defer or avoid taxes in keeping with the
2 overall HPI Enterprise.

3 110. In addition to establishing these entities, defendants KALICKI and/or
4 OSHINS would prepare various documentation needed to carry out the sham tax
5 avoidance strategies. These documents included the operating agreements for the LLCs,
6 as well as notes and security agreements when funds were “loaned” by a BDIT or CLLC
7 to an affiliated Investment LLC. Defendants KALICKI and OSHINS also assisted with
8 pledging the necessary collateral to secure the loans made to these Investment LLCs.

9 111. Further, BOLL, CROSSLIN, and KALICKI utilized sham charities (that
10 were not qualified charities) and “recommended” them to clients for use in the sham
11 Charitable Life Insurance Strategy. KALICKI’s engagement letter specifically states that
12 they will provide “*Assistance with selecting the charity,*” yet they typically used charities
13 BOLL created and/or selected, and which, on information and belief, were not approved
14 IRS charitable entities.

15 112. For its part of the scheme, KALICKI would create and implement the
16 following:

- 17 a. The victim plaintiff purportedly contributes significant cash or assets
18 to a charitable limited liability company (hereafter, a “CLLC,” and the
19 strategy itself, “CLLC Strategy”).
- 20 b. In almost all instances, 99% ownership of the CLLC is then assigned
21 to an entity that is tax-exempt under § 501(c)(3) of the Internal
22 Revenue Code (the “Charity”).
- 23 c. Once the “transfer” of the 99% interest to the Charity is made, BOLL,
24 on behalf of the victim, immediately “borrows” all of the funds from
25 the CLLC, thereby retaining control.
- 26 d. The Charity signs a document acknowledging it is 99% owner of a
27 CLLC.
28

- 1 e. Each Charity typically also receives an actual \$5,000 donation from
2 the victim, but typically never receives anything more than this initial
3 \$5,000.
- 4 f. At the time of the gift to the Charity, an “Asset Agreement” is entered
5 into by the CLLC and the Charity, in which the Charity agrees that
6 upon request by the manager of the CLLC, the Charity will transfer its
7 99% membership interest to another 501(c)(3)-qualified charity (the
8 “Transferee Charity”), provided that the original Charity has received
9 two years of distributions (the annual distribution amount, according
10 to the overall plan, is an amount equal to the value of the CLLC
11 multiplied by the applicable federal rate). This requirement to
12 retransfer the CLLC interests is referred to as the “Transfer
13 Obligation.” Thus, at the outset, the illusory nature of the Charity’s
14 interest in the CLLC is expressly described in the documentation.

15 113. As part of the CLLC scheme, KALICKI also worked with PLURIS (through
16 ROBAK) to procure appraisals of certain “donated” interests, to provide a veneer of
17 legitimacy to this scheme.

18 114. At all times, defendants KALICKI and OSHINS knew that the entities they
19 created were being used by BOLL in furtherance of a sham tax avoidance strategy in
20 connection with BOLL’s fraudulent scheme to sell PENN HPI policies to plaintiffs.

21 **6. Fraudulent Conduct of defendants PLURIS and ROBAK**

22 115. Defendant PLURIS, controlled by defendant ROBAK, was hired by
23 defendant KALICKI as an “independent qualified appraiser” in furtherance of the sham
24 tax avoidance strategies.

25 116. For a legitimate tax deduction to be taken in connection with loans made by
26 the CLLCs created for defendant BOLL’s sham tax avoidance strategies, the IRS requires
27 an independent appraisal of the value of the CLLC interest as well as the value of the
28 donated interest.

1 117. PLURIS (through ROBAK) knowingly created fraudulent asset appraisals
2 for the CLLC membership interests, in order to seek tax deductions. At all times,
3 PLURIS and ROBAK knew that the PLURIS appraisals did not reflect the actual value of
4 the donated interest—which was essentially zero because the taxpayer retained control
5 and benefits equal to the entire value of the transaction. In such circumstances, IRS rules
6 do not permit the donated interest to be deducted.

7 118. At all times, defendant PLURIS and ROBAK knew that the valuations they
8 created for the CLLC interests were false, because they knew that the taxpayer retained
9 control and benefits equal to the entire value of the transaction.

10 119. At all times, defendant PLURIS and ROBAK knew that the false valuations
11 they created were being used in furtherance of a sham tax avoidance strategy in
12 connection with BOLL's fraudulent scheme to sell PENN HPI policies to plaintiffs.

13 120. As a result of these known defects, none of the promised tax and other
14 benefits were legitimately possible or likely to be achieved. This led to unnecessary costs
15 expended by plaintiffs to create these meaningless reports and entities, as well as
16 foreseeable and significant losses stemming from audits, penalties and interest, as well as
17 the requirement to file amended tax returns.

18 121. The transactions were shams, and any purported need for HPI in connection
19 with the sham was fraudulently induced by defendants.

20 **F. The Captive Insurance Scheme**

21 122. In addition to the RICO wire fraud conspiracy described above, defendants
22 BOLL, CROSSLIN, OXFORD and SRA engaged in a separate fraudulent scheme that
23 involved captive insurance programs.

24 123. Typically, legitimate captive insurance is where a company sets up its own
25 insurance tool, risk retention group or policy in which risk sharing and risk shifting
26 among other insureds are present.

27 124. Since at least 2014, BOLL and CROSSLIN has marketed captive insurance
28 as a way to have a virtually unlimited tax-deductible piggy bank.

1 125. Rather than sell captive insurance to businesses with a need to reduce
2 insurance costs, BOLL and CROSSLIN used captives to manufacture additional
3 insurance charges for secondary insurance policies with extraordinarily high premiums
4 for illusory coverage.

5 126. BOLL and CROSSLIN involved OXFORD and SRA to issue these
6 disguised policies after having performed ineffective due diligence. The premiums for the
7 coverages that were charged bear no actual relationship to reality for the risks plaintiffs
8 who participated in these schemes faced with their businesses.

9 127. Rather than sell captive insurance to businesses with a need to reduce
10 insurance costs, or insure otherwise uninsurable risks, BOLL and CROSSLIN used
11 captives to manufacture disguised personal tax advantage savings plans in the form of
12 additional insurance charges for secondary insurance policies with extraordinarily high
13 premiums for illusory coverage.

14 128. BOLL and CROSSLIN enlisted OXFORD and SRA to design, co-market
15 and issue these policies after having performed sham feasibility studies and no due
16 diligence. The premiums for the coverages that were charged bore no relation to the
17 actual business risks faced by the plaintiffs who participated in these schemes.

18 129. Rather, BOLL and CROSSLIN falsely told to the plaintiffs (orally and in
19 writing) that they would receive a report of tax benefits and costs, that the net premium
20 would be invested and earn a safe and competitive interest rate, and that they could then
21 simply unwind or dissolve the captive arrangement and pay substantially less tax even
22 after considering any fees charged by OXFORD or SRA.

23 130. As detailed below in Section V, as a direct result of defendant BOLL and
24 CROSSLIN's false statements, approximately half of the plaintiffs paid BOLL and
25 CROSSLIN to establish captive insurance plans, which caused them to lose hundreds of
26 thousands of dollars.

27 131. In short, the captive insurance arrangements were yet another way to defraud
28 plaintiffs. They generated unconscionably high fees for defendants BOLL, CROSSLIN,

1 OXFORD and SRA, and generated supposed tax deductions in connection with insurance
2 that bore no reasonable relationship to plaintiff's businesses or any valid insurable risk.

3 132. OXFORD and SRA knowingly marketed their captive insurance policies as
4 disguised improper supplemental retirement plans for business owners.

5 133. BOLL and CROSSLIN were aware of and knowingly directly or indirectly
6 benefited from BOLL and CROSSLIN's improper captive insurance scheme.

7 134. Moreover, captive insurance may not be used to fund life insurance, let
8 alone personal life insurance policies. The IRS has successfully attacked arrangements
9 where premiums or assets of the captive insurance policy were used to pay for life
10 insurance.

11 135. BOLL and CROSSLIN knew captive insurance may not be used in
12 connection with funding life insurance policies, nevertheless BOLL advised certain
13 plaintiffs to use captive insurance policy reserves, of an OXFORD policy BOLL caused
14 to be written, to be used as collateral for a WINTRUST PFLI loan and/or to pay PENN
15 HPI policy premiums.

16 **G. Acts of Fraud by Defendants**

17 136. The HPI Enterprise functioned by fraudulently selling, and profiting from,
18 PENN HPI policies and related products. Pursuant to and in furtherance of this fraudulent
19 scheme, the HPI Enterprise Defendants committed multiple related acts of wire fraud, in
20 violation of 18 United States Code § 1343, as set forth below. This constituted a pattern
21 of racketeering activity as defined by 18 United States Code § 1962(a).

22 137. The additional acts of fraud committed by defendants BOLL, CROSSLIN,
23 OXFORD and SRA in furtherance of the non-RICO captive insurance scheme are also
24 set forth below.

25 138. The circumstances constituting the fraud committed by defendants are stated
26 with particularity below, pursuant to Fed. R. Civ. P. 9(b).
27
28

1. Fraudulent Statements to Plaintiffs KEVIN M. CHRISTIAN and/or LINDA D. CHRISTIAN

139. On or about December 20, 2017, BOLL spoke with KEVIN M. CHRISTIAN and/or LINDA D. CHRISTIAN (the “CHRISTIANS”) by telephone to discuss his sham tax avoidance strategies, which BOLL memorialized via an interstate wire communication (email) later that same day.

140. BOLL’s December 20, 2017 email was sent to both KEVIN M. CHRISTIAN and his business partner, plaintiff CHASE A. GIBSON. The email details that BOLL’s and the defendants’ business involvement with the CHRISTIANS and GIBSONs (as defined below) was centered around a purported tax mitigation strategy.

141. That email presented four sham tax avoidance strategies riddled with omissions and misrepresentations about tax law that BOLL and the other defendants knew were misleading, illusory, and/or out of compliance with IRS tax code, included material false statements about specific tax deductions the CHRISTIANS and GIBSONs could receive through life insurance and premium finance schemes, which BOLL later structured with other defendants and sold to the CHRISTIANS and GIBSONs.

142. Among the recommendations in the email were a sham deferred compensation strategy, coupled with sham ownership structures for HPI and PFLI arrangements, all of which were claimed to result in hundreds of thousands of dollars in tax savings.

143. On July 12, 2018, via an interstate wire communication, BOLL sent the CHRISTIANS and the GIBSONs a powerpoint describing the sham tax avoidance strategies BOLL was promoting.

144. On December 12, 2018, PENN issued policy number 27750440 on the life of Kevin M. Christian. The policy documents were delivered to the plaintiff via an interstate wire communication.

145. On December 31, 2018, the CHRISTIANS and the GIBSONs, via an entity they jointly own, made two initial business checks to CB&S Bank at the direction of BOLL, being \$14,100.00 and \$76,300.00, totaling \$90,400.00 for a combination of

1 origination fees, prepaid interest, and collateral for a PFLI loan based on fraudulent
2 misrepresentations.

3 146. On February 15, 2019, PENN issued policy number 27750420 on the life of
4 LINDA D. CHRISTIAN. The policy documents were delivered to the plaintiff via an
5 interstate wire communication.

6 147. On or about March 5, 2019, the CHRISTIANS and GIBSONs executed a
7 Promissory Note with CB&S Bank for \$1,600,000.00, which included a Commercial
8 Security Agreement between CB&S Bank and Dark Horse Contender, LLC (an entity
9 BOLL and other defendants created for the CHRISTIANs and GIBSONs).

10 148. The PFLI loan was secured by the PENN policies issued to the
11 CHRISTIANs and the GIBSONs, and was further collateralized by a deposit account
12 and/or CD dated March 5, 2019 in the name of the CHRISTIANs and the GIBSONs
13 entity, Contender Energy Partners, LP at CB&S Bank.

14 149. The loan and policy documents were delivered to the respective plaintiffs via
15 an interstate wire communication. Pursuant to this plan established by BOLL and other
16 defendants, payments via electronic bank wire and check were made from CHRISTIANs
17 and GIBSONs from the state of Texas to entities in other states.

18 150. BOLL, CROSSLIN, LEWIS, and PENN eventually arranged for the
19 CHRISTIANs and GIBSONs to move their premium finance loan to WINTRUST, with
20 CROSSLIN (through its predecessor, "TBH Tax, LLC") listed as the broker.

21 151. BOLL, LEWIS, and PENN modeled the program to grow annually by
22 \$1,600,000.00, being \$400,000.00 in new premium growth each year for each PENN
23 policy.

24 152. On or about February 25, 2020, via an interstate wire communication, the
25 CHRISTIANs and GIBSONs received an Offer Sheet from WINTRUST wherein
26 WINTRUST offered to loan them \$3,275,000.00 for premium financing of the PENN
27 policies.
28

1 153. On or about May 13, 2020, via an interstate wire communication, the
2 CHRISTIANs and GIBSONs entered into a Master Promissory Note with WINTRUST
3 establishing Loan Number 44-106448 for “Life Insurance Premium Financing for Dark
4 Horse Contender, LLC,” the same entity set up by defendants for the CHRISTIANs and
5 GIBSONs as part of the defendants’ sham tax scheme.

6 154. As part of the scheme, the defendants instructed the CHRISTIANs and
7 GIBSONs to liquidate the CD at CB&S and deposit \$664,447.13 cash in a bank account
8 at Lake Forest Bank & Trust Company, N.A., a bank affiliated with WINTRUST.

9 155. On or about May 13, 2020, via an interstate wire communication, the
10 CHRISTIANs entered into a Master Promissory Note with WINTRUST.

11 156. On or about January 20, 2021, via an interstate wire communication, the
12 CHRISTIANs and GIBSONs entered into a loan renewal with WINTRUST with
13 outstanding principal of \$5,226,088.88.

14 157. On or about February 15, 2022, via an interstate wire communication, the
15 CHRISTIANs and GIBSONs entered into a loan renewal with WINTRUST with
16 outstanding principal of \$6,825,310.23.

17 158. On or about January 19, 2023, Mr. Christian informed LEWIS, via an
18 interstate wire communication (email) that Wintrust was requiring \$575,416.22 in
19 prepaid interest to renew the premium finance loan for the CHRISTIANs and the
20 GIBSONs. Interest rates had skyrocketed, the program was not financially viable, and
21 their concerns were growing over whether BOLL, CROSSLIN, LEWIS, PENN,
22 WINTRUST, and the other defendants had misled plaintiffs as to the legitimacy of the
23 tax mitigation strategy.

24 159. On or about February 23, 2023, WINTRUST issued a Notice of Default
25 letter to the CHRISTIANs and GIBSONs, who did not have the liquidity to pay the
26 prepaid interest requirement, demanding that default be remedied with fifteen (15) days
27 or they would declare the entire outstanding principal balance, together with all accrued
28 and unpaid interest, immediately due and payable, and interest would continue to accrue

1 at the Default Rate, and that WINTRUST would exercise and all remedies including
2 surrender of the PENN policies.

3 160. On or about March 1, 2023, KEVIN M. CHRISTIAN, via an interstate wire
4 communication, emailed LEWIS informing him of concerns related to BOLL, the PENN
5 policies, and premium finance program, informing LEWIS of the CHRISTIANs' and
6 GIBSONs' belief that the program was improper, potentially unlawful, and
7 misrepresented, and they requested a forbearance concerning premiums for at least sixty
8 (60) days.

9 161. LEWIS forwarded said email to WINTRUST the same day and the
10 WINTRUST Assistant Loan Officer responded on March 2, 2023, saying they would
11 "discuss with senior management on how we will be proceeding further."

12 162. On March 7, 2023, the WINTRUST Assistant Loan Officer responded via
13 email stating "Senior management has declined the request on the forbearance
14 agreement," and informed KEVIN M. CHRISTIAN that the loan would lapse on April
15 16, 2023.

16 163. On December 6, 2024, WINTRUST informed the CHRISTIANs, via an
17 interstate wire communication (email) that, if they choose not to renew, the loan payoff
18 amount would be \$2,680,659.95 (increasing daily due to interest accruing), but the
19 surrender value on the single remaining PENN policy is only \$2,408,215.36. That
20 surrender value together with the remaining cash balance in the collateral account would
21 still require the CHRISTIANs to pay \$51,524.06 to WINTRUST to close down the loan
22 and program.

23 164. In total, the CHRISTIANs and the GIBSONs funded hundreds of thousands
24 of dollars into sham tax avoidance strategies set up by BOLL, CROSSLIN, LEWIS,
25 PENN, WINTRUST, and other defendants based on the defendants' misrepresentations
26 concerning tax mitigation strategies and the supposed financial viability of the various
27 products and sham tax avoidance strategies recommended.
28

2. Fraudulent Statements to Plaintiffs CHASE A. GIBSON and/or FELICIA D. GIBSON

165. As discussed above, CHASE A. GIBSON and/or FELICIA D. GIBSON (the “GIBSONs”) were defrauded alongside the CHRISTIANs, and the allegations therein are incorporated as though fully set forth here.

166. On February 15, 2019, PENN issued policy number 27750400 on the life of CHASE A. GIBSON. The policy documents were delivered to the plaintiff via an interstate wire communication.

167. On February 15, 2019, PENN issued policy number 27750380 on the life of FELICIA D. GIBSON. The policy documents were delivered to the plaintiff via an interstate wire communication.

168. Details concerning the GIBSONs’ history, payments, and damages caused by the defendants mirrors in great respect the details of the CHRISTIANs’ information, detailed above, since the GIBSONs and CHRISTIANs are business partners and participated as such in the fraudulent schemes. All the information in the section concerning the CHRISTIANs is incorporated here by this reference.

3. Fraudulent Statements to Plaintiffs NATHAN D. DETRACY and/or JENNIFER DETRACY

169. On or about March 14, 2016, BOLL met with NATHAN D. DETRACY and JENNIFER DETRACY (the “DETRACYs”) in person to discuss BOLL’s sham tax avoidance strategies, which included amending their prior years’ tax returns to recover taxes paid, which BOLL claimed the plaintiffs were entitled to because their previous accountant had missed certain tax savings.

170. During this discussion, BOLL falsely told the DETRACYs that purchasing permanent life insurance through an IRC § 409(A) Welfare Benefit Plan would provide them with large income tax deductions. Additionally, Defendant BOLL discussed establishing the micro-captive insurance policy scheme as a tax deduction to the DETRACYs’ business.

1 171. On or about April 11, 2016, via an interstate wire communication, the
2 DETRACYs entered into a “Financial Consulting Client Agreement” with BOLL.

3 172. Through the client agreement, BOLL convinced the DETRACYs that the
4 various insurance policies and related products should be indirectly owned through
5 businesses the DETRACYs retained a controlling interest in.

6 173. The DETRACYs followed BOLL and CROSSLIN’s fraudulent plan,
7 wherein, relying on BOLL’s sham tax avoidance strategies, they agreed to enter into a
8 number of further agreements.

9 174. On or about April 14, 2016, via an interstate wire communication, at
10 BOLL’s behest, the DETRACYs entered into an agreement with OSHINS for the
11 drafting of a purported an Asset Protection Trust. The DETRACYs paid OSHINS at least
12 \$13,750.

13 175. On or about December 14, 2016, via an interstate wire communication, at
14 BOLL’s behest, the DETRACYs entered into a Captive Services Agreement with
15 Defendant OXFORD for implementation and operation of a captive insurance company.
16 The DETRACYs paid OXFORD at least \$6,250.

17 176. On or about August 1, 2017, via an interstate wire communication, the
18 DETRACYs entered into a Stewardship Agreement with BOLL’s company “RevLove
19 LLC.” The DETRACYs paid financial consulting and/or Stewardship Agreement fees to
20 BOLL and/or CROSSLIN (on information and belief, the successor to RevLove LLC)
21 totaling at least \$162,900.

22 177. On July 12, 2019, PENN issued a life insurance policy on plaintiff Jennifer
23 DeTracy for life insurance.

24 178. PENN was paid premiums for life insurance policies by plaintiffs totaling at
25 least \$90,333.

26 179. On or about February 9, 2022, via an interstate wire communication, the
27 DETRACYs were sent the SRA Terms of 831b Plan Administration for implementation
28

1 and operation of an 831b private reinsurance company. The DETRACYs paid SRA at
2 least \$45,000.

3 180. On or about April 16, 2016, via an interstate wire communication, the
4 DETRACYs entered into an agreement with OSHINS for legal services for legal work in
5 furtherance of BOLL's sham tax avoidance strategies. The DETRACYs paid OSHINS at
6 least \$7,250.

7 181. BOLL also fraudulently induced the DETRACYs into giving him a loan,
8 which he failed to repay.

9 **4. Fraudulent Statements to Plaintiffs JOHN PATRICK DWYER**
10 **JR. and/or CHRISTINE DWYER**

11 182. On or about July 18, 2019, Defendant BOLL met in person with plaintiffs
12 JOHN PATRICK DWYER JR. and CHRISTINE DWYER (the "DWYERs") to discuss
13 BOLL's sham tax avoidance strategies.

14 183. During this discussion, BOLL falsely told the DWYERs that interest on their
15 PENN PFLI policies would provide them with large tax deductions.

16 184. Shortly after that meeting, also on July 18, 2019, via an interstate wire
17 communication, the DWYERs signed a stewardship agreement with BOLL and
18 CROSSLIN through electronic signature. The DWYERs eventually paid at least
19 \$168,886.97 to BOLL and/or CROSSLIN pursuant to this agreement.

20 185. Through the stewardship agreement, BOLL convinced the DWYERs that the
21 various insurance policies and related products should be indirectly owned through
22 businesses the DWYERs retained a controlling interest in.

23 186. The DWYERs followed BOLL and CROSSLIN's fraudulent plan, wherein,
24 relying on BOLL's sham tax avoidance strategies, they agreed to enter into a number of
25 further agreements.

26 187. On July 19, 2019, PENN emailed plaintiff JOHN PATRICK DWYER JR. a
27 policy application for Versatile Choice Whole Life insurance.
28

1 188. In the Personal Finances section of the PENN policy application, the
2 “Insured Net Worth” was listed by BOLL as \$26,522,333, with the Fair Market Value of
3 their business listed as \$23,333,333.

4 189. When the DWYERs raised concerns regarding the value of the business, and
5 told BOLL they thought their actual net worth was approximately \$5 million, BOLL told
6 them that the valuation, as determined by BOLL, was appropriate, and that he knew how
7 to properly value their business and net worth.

8 190. On behalf of CROSSLIN, BOLL created a “comfort letter,” wherein he
9 justified the business valuation and net worth figures he included in the DWYERs’
10 PENN policy application. On or about August 16, 2019, BOLL sent, via an interstate
11 wire communication, that comfort letter to PENN, and provided a copy to the DWYERs.

12 191. The DWYERs, via an interstate wire communication, were also convinced
13 to obtain PFLI loans from WINTRUST in connection with the PENN HPI policies. The
14 DWYERs paid WINTRUST at least \$123,592.41 in fees, plus at least an additional
15 \$203,232.60 (in the form of collateral posted and lost to WINTRUST).

16 192. In or about August of 2019, via an interstate wire communication, at
17 BOLL’s behest, the DWYERs entered into an agreement with Defendant OXFORD for
18 implementation and operation of a captive insurance company. The DWYERs paid
19 OXFORD at least \$348,000.

20 193. Absent the fraudulently exaggerated net worth statement by BOLL, the
21 DWYERs would not have met the \$7.5 million threshold to apply for a PENN PFLI.

22 194. Believing BOLL and CROSSLIN, the DWYERs signed and returned the
23 application materials via an interstate wire communication.

24 195. On December 3, 2019, PENN issued policy 28006770 on John Dwyer for
25 life insurance.

26 196. On December 3, 2019, PENN issued policy 28005200 on Christine Dwyer
27 for life insurance.
28

1 197. On or after September 17, 2019 and October 3, 2019, PENN issued
2 additional life insurance policies on the lives of the DWYERs two children.

3 198. PENN was paid premiums for HPI policies totaling at least \$1,286,483.58.

4 199. On or about April 14, 2020, via an interstate wire communication, the
5 DWYERs entered into an agreement with OSHINS for legal services for legal work in
6 furtherance of BOLL's sham tax avoidance strategies. The DWYERs paid OSHINS at
7 least \$13,500.

8 200. This agreement was made in order to allow OSHINS to further BOLL's tax
9 services.

10 201. BOLL also fraudulently convinced the DWYERs to invest in several of his
11 other businesses, but on information and belief, BOLL simply took the money, and never
12 accounted for it to the DWYERs.

13 **5. Fraudulent Statements to Plaintiffs JOHN DAVID JEFFREY**
14 **FOLSOM and/or MICAH DANNAN FOLSOM**

15 202. On or about December 29, 2019, BOLL spoke with plaintiffs JOHN
16 DAVID JEFFREY FOLSOM and MICAH DANNAN FOLSOM (the "FOLSOMs") on
17 the phone to discuss BOLL's sham tax avoidance strategies.

18 203. During this discussion, BOLL falsely told the FOLSOMs that interest on
19 PENN PFLI policies, and premiums on their other PENN HPI policies, would provide
20 them with large tax deductions.

21 204. Shortly after that phone call, on January 16, 2020, via an interstate wire
22 communication, the FOLSOMs signed a stewardship agreement with BOLL and
23 CROSSLIN through electronic signature. The FOLSOMs paid at least \$98,964.26
24 pursuant to this agreement.

25 205. Through the stewardship agreement, BOLL and CROSSLIN convinced the
26 FOLSOMs that the various insurance policies and related products should be indirectly
27 owned through businesses in which the FOLSOMs retained a controlling interest.

28 206. The FOLSOMs followed BOLL and CROSSLIN's plan.

1 207. On or about March 4, 2020, the FOLSOMs were convinced to apply for life
2 insurance on the lives of each of their 5 children, which they did via an interstate wire
3 communication.

4 208. On or about March 5, 2020, PENN, via an interstate wire communication,
5 emailed the FOLSOMs applications for individual life insurance, which were completed
6 and signed electronically by the Plaintiffs, and returned via an interstate wire
7 communication.

8 209. In the Personal Finances section of the policy application, the Insured Net
9 Worth was listed by BOLL as \$30,481,533. When the FOLSOMs raised concerns
10 regarding the net worth figure, and told BOLL they thought their actual net worth was
11 approximately \$2 million, BOLL told them that the valuation, as determined by BOLL,
12 was appropriate.

13 210. Absent the fraudulently exaggerated net worth statement by BOLL, the
14 FOLSOMs would not have met the \$7,500,000 threshold to apply for premium financed
15 life insurance, based on PENN's policy at the time of application.

16 211. On or about March 4, 2020, BOLL sent the FOLSOMs a WINTRUST Life
17 Insurance Financing Credit Application.

18 212. On this credit application, BOLL is listed as the Submitting Broker/Agent
19 through his company name "Innovative Risk Alliance," and BOLL had already filled out
20 the "Statement of Financial Condition" information section for the FOLSOMs.

21 213. As with PENN application, BOLL listed the FOLSOM's Current Net Worth
22 (from Financial Statement) as \$30,481,533, including \$27,231,533 from "Closely held
23 Corporations."

24 214. Both the PENN and WINSTRUST exaggerated net worth statements were
25 justified to the FOLSOMs by BOLL as defensible and appropriate.

26 215. Absent the fraudulently exaggerated net worth statement by BOLL, the
27 FOLSOMs would not have met the threshold to apply for premium financed life
28 insurance, based on WINTRUST's policy at the time of application.

1 216. On or about July 24, 2020, plaintiffs entered into a Master Promissory Note
2 with Wintrust Life Finance. The loan agreement was sent via interstate wire
3 communication and signed electronically. The FOLSOMs paid WINTRUST at least
4 \$82,992.38 in fees, plus at least an additional \$310,886.01 (in the form of collateral
5 posted and lost to WINTRUST).

6 217. On or about March 6, 2020, via an interstate wire communication, the
7 FOLSOMs entered into a Captive Services Agreement with OXFORD for
8 implementation and operation of a captive insurance company. OXFORD was paid, via
9 an interstate wire communication, \$15,000 for an initial risk evaluation report and
10 engagement fee, as well as fees for continued administration of the micro-captive
11 insurance company.

12 218. Upon termination of the micro-captive insurance company on August 21,
13 2023, which was sent via an interstate wire communication, OXFORD was paid
14 additional fees of at least \$100,000.

15 219. On December 1, 2020, PENN issued life insurance policies on the lives of
16 John David Folsom, Micah Folsom, and each of their four children. PENN was paid
17 premiums for these life insurance policies totaling at least \$900,000.

18 220. On or before December 7, 2021, the FOLSOMs entered into an agreement
19 via an interstate wire communication with SRA for the creation and administration of an
20 831b private reinsurance company. SRA was paid at least \$35,000 by the FOLSOMs.

21 221. BOLL also fraudulently convinced the FOLSOMs to invest in several of his
22 other businesses, but on information and belief, BOLL simply took the money, and never
23 accounted for it to the FOLSOMs.

24 **6. Fraudulent Statements to Plaintiffs THOMAS BRADLEY**
25 **FOSTER and/or ERICKA R. FOSTER**

26 222. On or about October 9, 2020, Defendant BOLL met with plaintiffs
27 THOMAS BRADLEY FOSTER and/or ERICKA R. FOSTER (the “FOSTERs”) to
28 discuss BOLL’s sham tax avoidance strategies.

1 223. During this discussion, BOLL proposed a Charitable LLC tax scheme to the
2 FOSTERs.

3 224. Shortly after that phone call, on October 14, 2020, via interstate wire
4 communication, the FOSTERs signed a stewardship agreement with BOLL and
5 CROSSLIN through electronic signature. The FOSTERs paid at least \$34,671.86
6 pursuant to this agreement.

7 225. Through the stewardship agreement, BOLL convinced the FOSTERs that
8 the various insurance policies and related products should be indirectly owned through
9 businesses in which the FOSTERs retained a controlling interest.

10 226. The FOSTERs followed BOLL's plan.

11 227. On or about December 6, 2021, PENN, via interstate wire communication,
12 sent the FOSTERs an Application for Life Insurance, which they signed and returned
13 electronically, via interstate wire communication.

14 228. On or about December 22, 2021, via an interstate wire communication, the
15 FOSTERs entered into a Master Promissory Note with WINTRUST. The FOSTERs paid
16 WINTRUST at least \$12,719 in fees, plus at least an additional \$154,461 (in the form of
17 collateral posted and lost to WINTRUST).

18 229. On August 10, 2021, PENN issued policy 2879726 on the life of Thomas
19 Bradley Foster.

20 230. On December 23, 2021, PENN issued policy 2879724 on the life of Ericka
21 Foster.

22 231. PENN was paid premiums for the FOSTERs' life insurance policies in
23 excess of \$544,000.

24 232. Further, the deductions BOLL and CROSSLIN told the FOSTERs to take
25 were disallowed by the IRS.

7. Fraudulent Statements to Plaintiffs JOEL B. FREEMAN and/or BREANNE ASHLEY FREEMAN

233. On or about August 30, 2019, via an interstate wire communication, Defendant BOLL spoke over the telephone with plaintiffs JOEL B. FREEMAN and/or BREANNE ASHLEY FREEMAN (the “FREEMANs”) to discuss BOLL’s sham tax avoidance strategies.

234. During this discussion, BOLL falsely told the FREEMANs that interest on PENN PFLI policies would provide them with large tax deductions.

235. Shortly after that phone call, also on August 30, 2019, via interstate wire communication, the FREEMANs signed a stewardship agreement with BOLL and CROSSLIN through electronic signature. The FREEMANs paid at least \$101,346.66 pursuant to this agreement.

236. Through the stewardship agreement, BOLL convinced the FREEMANs that the various insurance policies and related products should be indirectly owned through businesses in which the FREEMANs retained a controlling interest.

237. The FREEMANs followed BOLL’s plan.

238. On or about May 5, 2020, via an interstate wire communication, PENN sent the FREEMANs a certified financial statement for Versatile Choice Whole Life insurance.

239. In the Personal Finances section of the policy application, the Insured Net Worth was listed by BOLL as \$26,066,536. While the FREEMANs raised concerns regarding the value of the business, and told BOLL they thought their actual net worth was approximately \$2,000,000, BOLL told them that the valuation, as determined by BOLL, was appropriate.

240. After BOLL’s reassurances, via an interstate wire communication, the FREEMANs electronically signed and returned the PENN application.

241. Absent the fraudulently exaggerated net worth statement by BOLL, the FREEMANs would not have met the \$7,500,000 threshold to apply for a PENN PFLI policy, based on PENN’s policy at the time of application.

1 242. On or about January 5, 2020, BOLL sent the FREEMANs a WINTRUST
2 Life Insurance Financing Credit Application.

3 243. On this credit application, BOLL had already filled out the “Statement of
4 Financial Condition” information section for the FREEMANs.

5 244. As with PENN application, BOLL listed the FREEMAN’s Current Net
6 Worth (from Financial Statement) was immensely exaggerated, but defendants justified
7 the valuation to the FREEMANs.

8 245. Absent the fraudulently exaggerated net worth statement by BOLL, the
9 FREEMANs would not have met the threshold to apply for premium financed life
10 insurance, based on WINTRUST’s policy at the time of application.

11 246. On or about June 19, 2020, via an interstate wire communication, the
12 FREEMANs entered into a Master Promissory Note with WINTRUST. The FREEMANs
13 paid WINTRUST at least \$63,150.69 in fees, plus at least an additional \$153,368.33 (in
14 the form of collateral posted and lost to WINTRUST).

15 247. On July 2, 2020, PENN issued policy 28083290 on the life of Breanne
16 Freeman.

17 248. On July 14, 2020, PENN issued policy 28082740 on the life of Joel
18 Freeman.

19 249. PENN was paid premiums for the FREEMANs’ life insurance policies in
20 excess of \$700,000.

21 250. On or about April 20, 2020, via an interstate wire communication, at
22 BOLL’s urging, the FREEMANs hired OSHINS for the creation of certain trust and other
23 materials that furthered BOLL’s tax schemes. The FREEMANs paid OSHINS not less
24 than \$6,750.

25 251. On or about March 31, 2020, via an interstate wire communication, at
26 BOLL’s behest, the FREEMANs entered into a Captive Services Agreement with
27 Defendant OXFORD for implementation and operation of a captive insurance company.
28 The FREEMANs paid OXFORD at least \$13,500.

1 252. On or about August 2, 2021, at BOLL's urging, the FREEMANs were sent,
2 via interstate wire communication, the SRA Terms of 831B Plan Administration
3 Agreement for the implementation and operation of the 831B Private Reinsurance
4 Company. SRA was paid at least \$35,000 by the FREEMANs.

5 253. BOLL also fraudulently convinced the FREEMANs to invest in several of
6 his other businesses, but on information and belief, BOLL simply took the money, and
7 never accounted for it to the FREEMANs.

8 **8. Fraudulent Statements to Plaintiffs JAMES HICKS and/or**
9 **LARA HICKS**

10 254. On or about March 12, 2018, via an interstate wire communication,
11 Defendant BOLL spoke over the telephone with plaintiffs JAMES HICKS and/or LARA
12 HICKS (the "HICKS") to discuss BOLL's sham tax avoidance strategies.

13 255. During this discussion, BOLL falsely told the HICKS that interest on PENN
14 PFLI policies would provide them with large tax deductions.

15 256. Shortly after that phone call, also on August 3, 2018, via interstate wire
16 communication, the HICKS signed a stewardship agreement with BOLL and CROSSLIN
17 (through its predecessor "Apokaradokia") through electronic signature. The HICKS paid
18 at least \$55,670.01 pursuant to this agreement.

19 257. Through the stewardship agreement, BOLL convinced the HICKS that the
20 various insurance policies and related products should be indirectly owned through
21 businesses in which the HICKS retained a controlling interest.

22 258. The HICKS followed BOLL's plan.

23 259. On or about October 1, 2018, PENN sent the HICKS, via interstate wire
24 communication, a Confidential Financial Statement. which was already completed by
25 BOLL.

26 260. In the Personal Finances section of the policy application, the Insured Net
27 Worth was listed by BOLL as \$17,710,000, including business equity of \$15,200,000.
28 While the HICKS raised concerns regarding the value of the business, and told BOLL it

1 should be closer to \$1,400,000, BOLL told them that the valuation, as determined by
2 BOLL, was appropriate.

3 261. Absent the fraudulently exaggerated net worth statement provided by BOLL,
4 the HICKS would not have met the \$7,500,000 threshold to apply for a PENN PFLI
5 policy, based on PENN's policy at the time of application.

6 262. On November 21, 2018, PENN issued policy 27761180 on the life of James
7 Hicks, and policy 27761150 on the life of Lara Hicks.

8 263. On or about April 24, 2019, PENN issued additional life insurance policies
9 on the HICKS' children.

10 264. PENN was paid premiums for the HICKS' PENN HPI policies totaling at
11 least \$2,000,000.

12 265. On or about November 10, 2020, BOLL sent the HICKS a WINTRUST Life
13 Insurance Financing Credit Application, via interstate wire communication (by text).

14 266. On this credit application, BOLL had already filled out the "Statement of
15 Financial Condition" information section for the HICKS.

16 267. As with PENN application, BOLL listed the HICKS' Current Net Worth
17 (from Financial Statement) as immensely exaggerated.

18 268. Both the PENN and WINTRUST exaggerated net worth statements were
19 justified to the HICKS by BOLL as defensible and appropriate.

20 269. Absent the fraudulently exaggerated net worth statement by BOLL, the
21 HICKS would not have met the threshold to apply for premium financed life insurance,
22 based on WINTRUST's policy at the time of application.

23 270. On or about December 22, 2020, the HICKS entered into a Master
24 Promissory Note with WINTRUST. The loan agreement was sent via an interstate wire
25 communication and signed electronically by the HICKS. The HICKS paid WINTRUST
26 at least \$259,184.82 in fees, plus at least an additional \$209,000 (in the form of collateral
27 posted and lost to WINTRUST).
28

1 271. On or about November of 2022, via several interstate wire communications,
2 the HICKS were encouraged by BOLL and LEWIS to take out a “hard money” loan, at
3 10% interest, to pay the PENN HPI policy premium in order to not lose the policy.

4 272. At BOLL and LEWIS’ urging, the HICKS obtained a \$150,000 loan and
5 used \$95,000 of it to pay down the PENN HPI policy premium.

6 273. BOLL then fraudulently convinced HICKS to invest the balance into a gold
7 futures group led by BOLL’s colleague. That money was also lost.

8 **9. Fraudulent Statements to Plaintiffs STEPHEN ROGER INNIS**
9 **and/or JAIME ROSE INNIS**

10 274. On or about January 13, 2020, via an interstate wire communication,
11 Defendant BOLL spoke over the telephone with plaintiffs STEPHEN ROGER INNIS
12 and/or JAIME ROSE INNIS (the “INNIS”) to discuss BOLL’s sham tax avoidance
13 strategies.

14 275. During this discussion, BOLL falsely told the INNIS that interest on PENN
15 PFLI policies would provide them with large tax deductions.

16 276. Shortly after that phone call, on January 17, 2020, via interstate wire
17 communication, the INNIS signed a stewardship agreement with BOLL and CROSSLIN
18 (through its predecessor “TBH Tax”) through electronic signature. The INNIS paid at
19 least \$108,019.60 pursuant to this agreement.

20 277. Through the stewardship agreement, BOLL convinced the INNIS that the
21 various insurance policies and related products should be indirectly owned through
22 businesses in which the INNIS retained a controlling interest.

23 278. The INNIS followed BOLL’s plan.

24 279. On or about June 4, 2020, via an interstate wire communication, PENN sent
25 the INNIS an Application for Individual Life Insurance.

26 280. In the Personal Finances section of the policy application, the Insured Net
27 Worth was listed by BOLL as an even \$10,000,000. While the INNIS raised concerns
28 regarding the value of the business, and told BOLL they thought it was approximately

1 \$2,000,000, BOLL told them that the valuation, as determined by BOLL, was
2 appropriate.

3 281. Absent the fraudulently exaggerated net worth statement by BOLL, the
4 INNIS would not have met the \$7,500,000 threshold to apply for a PENN PFLI policy,
5 based on PENN's policy at the time of application.

6 282. Relying on BOLL, the INNIS' signed the PENN HPI application on June 15,
7 2020.

8 283. On June 15, 2020, PENN issued policy 28294040 on STEPHEN ROGER
9 INNIS' life.

10 284. On September 28, 2020, PENN issued policy 28343560 on JAIME ROSE
11 INNIS' life.

12 285. On or about October 7, 2020, via an interstate wire communication, BOLL
13 emailed the signature page of the WINTRUST Credit Application to the INNIS for their
14 signature. No other portion of the document was provided to the INNIS.

15 286. On or about December 15, 2020, the INNIS' entered into a Master
16 Promissory Note with WINTRUST. The loan agreement was signed via an interstate wire
17 communication (electronically through email). The INNIS paid WINTRUST at least
18 \$111,327.63 in fees, plus at least an additional \$269,537.66 (in the form of collateral
19 posted and lost to WINTRUST).

20 287. On or about May 24, 2021, PENN issued additional life insurance policies
21 on the INNIS' child.

22 288. PENN was paid premiums for the INNIS' life insurance policies totaling at
23 least \$1,310,463.54.

24 289. On or about April 10, 2020, via an interstate wire communication, at
25 BOLL's behest, the INNIS' entered into a Captive Services Agreement with OXFORD
26 for implementation and operation of a captive insurance company. The INNIS' paid
27 OXFORD at least \$10,000.
28

1 290. BOLL also fraudulently convinced the INNIS' to invest approximately
2 \$83,000 in several of his other businesses, but on information and belief, BOLL simply
3 took the money, and never accounted for it to the INNIS.

4 **10. Fraudulent Statements to Plaintiffs JOSH NATHANAEL**
5 **JOHNSON and/or SEASON MARIE JOHNSON**

6 291. In or about February of 2019, via an interstate wire communication,
7 Defendant BOLL spoke over the telephone with plaintiffs JOSH NATHANAEL
8 JOHNSON and/or SEASON MARIE JOHNSON (the "JOHNSONs") to discuss BOLL's
9 sham tax avoidance strategies.

10 292. During this discussion, BOLL falsely told the JOHNSONs that interest on
11 PENN PFLI policies would provide them with large tax deductions, among his discussion
12 of other sham tax schemes.

13 293. A few days later, on March 3, 2019, via interstate wire communication, the
14 JOHNSONs signed a stewardship agreement with BOLL and CROSSLIN (through its
15 predecessor "Apokaradokia") through electronic signature.

16 294. On September 9, 2019, via interstate wire communication, the JOHNSONs
17 signed another stewardship agreement with BOLL and CROSSLIN (through its
18 predecessor "TBH Tax") through electronic signature. The JOHNSONs paid at least
19 \$100,000 pursuant to this (and the prior) agreement.

20 295. Through the stewardship agreement, BOLL convinced the JOHNSONs that
21 the various insurance policies and related products should be indirectly owned through
22 businesses in which the JOHNSONs retained a controlling interest.

23 296. The JOHNSONs followed BOLL's plan.

24 297. On or about March 29, 2019, via interstate wire communication, PENN
25 emailed the JOHNSONs an Application for Life Insurance.

26 298. In the Personal Finances section of the policy application, the Insured Net
27 Worth was listed by BOLL as \$11,650,000. While the JOHNSONs raised concerns
28

1 regarding the value of the business, and told BOLL they thought this number was far too
2 high, BOLL told them that the valuation, as determined by BOLL, was appropriate.

3 299. Absent the fraudulently exaggerated net worth statement by BOLL, the
4 JOHNSONs would not have met the \$7,500,000 threshold to apply for a PENN PFLI
5 policy, based on PENN's policy at the time of application.

6 300. Relying on BOLL, the JOHNSONs signed the PENN HPI application.

7 301. On or about November 13, 2019, BOLL sent the JOHNSONs a WINTRUST
8 Life Insurance Financing Credit Application, via interstate wire communication (by text).

9 302. On this credit application, BOLL had already filled out the "Statement of
10 Financial Condition" information section for the JOHNSONs.

11 303. As with PENN application, BOLL listed the JOHNSONs Current Net Worth
12 (from Financial Statement) as an immensely exaggerated \$12 million.

13 304. As with the PENN exaggerated net worth statement, the WINTRUST
14 exaggerated net worth statements was justified to the JOHNSONs by BOLL as defensible
15 and appropriate.

16 305. Absent the fraudulently exaggerated net worth statement by BOLL, the
17 JOHNSONs would not have met the threshold to apply for premium financed life
18 insurance, based on WINTRUST's policy at the time of application.

19 306. On February 28, 2020, PENN issued policy 2790978 on JOSH
20 NATHANAEL JOHNSON's life.

21 307. On February 29, 2020, Defendant PENN issued policy 27909780 on
22 SEASON MARIE JOHNSON's life.

23 308. PENN was paid premiums for its HPI policies totaling at least \$300,000.

24 309. On or about April 16, 2020, the JOHNSONs entered into a Master
25 Promissory Note with WINTRUST. The loan agreement was signed via an interstate wire
26 communication (electronically through email). The JOHNSONs paid WINTRUST at
27 least \$29,854.97 in fees, plus at least an additional \$19,554 (in the form of collateral
28 posted and lost to WINTRUST).

1 310. BOLL also fraudulently convinced the JOHNSONs to invest approximately
2 \$40,000 in several of his other businesses and/or business opportunities, but on
3 information and belief, these were not legitimate investments, and BOLL (or his
4 associates) simply took the money, and never accounted for it to the JOHNSONs.

5 **11. Fraudulent Statements to Plaintiffs KARL MCALLISTER and/or**
6 **MELISSA MCALLISTER**

7 311. On or about July 2, 2019, via an interstate wire communication, Defendant
8 BOLL spoke over the telephone with plaintiffs KARL MCALLISTER and/or MELISSA
9 MCALLISTER (the “MCALLISTERs”) to discuss BOLL’s sham tax avoidance
10 strategies.

11 312. During this discussion, BOLL falsely told the MCALLISTERs that interest
12 on PENN PFLI policies would provide them with large tax deductions.

13 313. Shortly after that phone call, on July 3, 2019, via interstate wire
14 communication, the MCALLISTERs signed a stewardship agreement with BOLL and
15 CROSSLIN (through its predecessor “TBH Tax”) through electronic signature. The
16 MCALLISTERs paid at least \$72,472.65 pursuant to this agreement.

17 314. Through the stewardship agreement, BOLL convinced the MCALLISTERs
18 that the various insurance policies and related products should be indirectly owned
19 through businesses in which the MCALLISTERs retained a controlling interest.

20 315. The MCALLISTERs followed BOLL’s plan.

21 316. On or about June 7, 2021, via interstate wire communication, PENN emailed
22 the MCALLISTERs an Application for Life Insurance.

23 317. In the Personal Finances section of the policy application, the Insured Net
24 Worth was listed by BOLL as \$12,000,000. While the MCALLISTERs raised concerns
25 regarding the value of the business, and told BOLL they thought this number was far too
26 high, BOLL told them that the valuation, as determined by BOLL, was appropriate.
27
28

1 318. Absent the fraudulently exaggerated net worth statement by BOLL, the
2 MCALLISTERs would not have met the \$7,500,000 threshold to apply for a PENN PFLI
3 policy, based on PENN's policy at the time of application.

4 319. Relying on BOLL, the MCALLISTERs signed the PENN HPI application.

5 320. On or about June 6, 2021, BOLL sent the MCALLISTERs a WINTRUST
6 Life Insurance Financing Credit Application, via interstate wire communication (by text).

7 321. On this credit application, BOLL had already filled out the "Statement of
8 Financial Condition" information section for the MCALLISTERs.

9 322. As with PENN application, BOLL listed the MCALLISTERs Current Net
10 Worth (from Financial Statement) as an immensely exaggerated to approximately \$36
11 million.

12 323. As with the PENN exaggerated net worth statement, the WINTRUST
13 exaggerated net worth statements was justified to the MCALLISTERs by BOLL as
14 defensible and appropriate.

15 324. Absent the fraudulently exaggerated net worth statement by BOLL, the
16 MCALLISTERs would not have met the threshold to apply for premium financed life
17 insurance, based on WINTRUST's policy at the time of application.

18 325. On June 25, 2021, PENN issued policy 2865041 on KARL
19 MCALLISTER's life.

20 326. On July 7, 2021, PENN issued policy 2842806 on MELISSA
21 MCALLISTER's life.

22 327. PENN was paid premiums for its HPI policies totaling at least \$150,000.12.

23 328. On or about October 16, 2020, the MCALLISTERs entered into a Master
24 Promissory Note with WINTRUST. The loan agreement was signed via an interstate wire
25 communication (electronically through email). When the PFLI policies became
26 unaffordable, the MCALLISTERs lost all of the fees paid to WINTRUST, as well as the
27 collateral they posted to WINTRUST.
28

1 329. On or about March 27, 2020, via an interstate wire communication, at
2 BOLL's behest, the MCALLISTERs entered into a Captive Services Agreement with
3 OXFORD for implementation and operation of a captive insurance company. The
4 MCALLISTERs paid OXFORD at least \$10,000.

5 330. On or about April 20, 2020, via an interstate wire communication, at
6 BOLL's urging, the MCALLISTERs hired OSHINS for the creation of certain trust and
7 other materials that furthered BOLL's tax schemes. The MCALLISTERs paid OSHINS
8 not less than \$30,500.

9 331. BOLL also defrauded the MCALLISTERs out of their Dallas, TX home.

10 332. In a deal structured by BOLL that involved using several of his other
11 businesses to make and receive payments, on March 9, 2020, BOLL "purchased" the
12 MCALLISTERs' home on the fraudulent promise that payments would be made for it.

13 333. However, BOLL's "purchase" left the MCALLISTERs with an eventual
14 shortfall of approximately \$250,000, due to his failure to perform on the purchase and the
15 expenses that failure caused to the MCALLISTERs.

16 334. In 2020, and continuing through 2022, BOLL also fraudulently convinced
17 the MCALLISTERs to invest at least \$850,000 in several of his other businesses, but on
18 information and belief, BOLL simply took the money, and never accounted for it to the
19 MCALLISTERs.

20 **12. Fraudulent Statements to Plaintiffs NATHAN WESLEY MOORE**
21 **and/or DANA JOANNE MOORE**

22 335. On or about November of 2018, via an interstate wire communication,
23 Defendant BOLL spoke over the telephone with plaintiffs NATHAN WESLEY MOORE
24 and/or DANA JOANNE MOORE (the "MOOREs") to discuss BOLL's sham tax
25 avoidance strategies.

26 336. During this discussion, BOLL falsely told the MOOREs that interest on
27 PENN PFLI policies would provide them with large tax deductions.
28

1 337. Shortly after that phone call, on December 1, 2018, via interstate wire
2 communication, the MOOREs signed a stewardship agreement with BOLL and
3 CROSSLIN (through its predecessor “Apokaradokia”) through electronic signature. The
4 MOOREs paid at least \$23,400 pursuant to this agreement.

5 338. Through the stewardship agreement, BOLL convinced the MOOREs that the
6 various insurance policies and related products should be indirectly owned through
7 businesses in which the MOOREs retained a controlling interest.

8 339. The MOOREs followed BOLL’s plan.

9 340. On or about March 6, 2019, via interstate wire communication, PENN
10 emailed the MOOREs an Application for Life Insurance.

11 341. In the Personal Finances section of the policy application, the Insured Net
12 Worth was listed by BOLL as \$17.5 million. While the MOOREs raised concerns
13 regarding the value of the business, and told BOLL they thought this number was far too
14 high, BOLL told them that the valuation, as determined by BOLL, was appropriate.

15 342. Relying on BOLL, the MOOREs signed the PENN HPI application.

16 343. On September 6, 2019, PENN issued policy 2788985 on DANA JOANNE
17 MOORE’s life.

18 344. On September 18, 2019, PENN issued policy 2788984 on NATHAN
19 WESLEY MOORE’s life.

20 345. The MOOREs paid the PENN premiums for these HPI policies through their
21 business “in accordance with Randy [BOLL]’s strategy” and totaling at least \$196,000.

22 **13. Fraudulent Statements to Plaintiffs ERIC PARDUE and/or**
23 **KRISTEN M. PARDUE**

24 346. On or about January 22, 2019, BOLL met in person with plaintiffs ERIC
25 PARDUE and/or KRISTEN M. PARDUE (the “PARDUES”) to discuss BOLL’s sham
26 tax avoidance strategies.

1 347. During this discussion, BOLL falsely told the PARDUEs that interest on
2 PENN PFLI policies would provide them with large tax deductions, including the entire
3 \$300,000 in HPI policy premiums.

4 348. Shortly after that meeting, on January 28, 2019, via interstate wire
5 communication, the PARDUEs signed a stewardship agreement with BOLL and
6 CROSSLIN (through its predecessor “Apokaradokia”) through electronic signature. The
7 PARDUEs paid at least \$138,426.00 pursuant to this agreement.

8 349. Through the stewardship agreement, BOLL convinced the PARDUEs that
9 the various insurance policies and related products should be indirectly owned through
10 businesses in which the PARDUEs retained a controlling interest.

11 350. The PARDUEs followed BOLL’s plan.

12 351. On or about March 11, 2019, via interstate wire communication, PENN
13 emailed the PARDUEs an Application for Life Insurance.

14 352. In the Personal Finances section of the policy application, the Insured Net
15 Worth was listed by BOLL as \$31,750,000. While the PARDUEs raised concerns
16 regarding the value of the business, and told BOLL they thought this number was far too
17 high, and should be closer to \$1.5 million, BOLL told them that the valuation, as
18 determined by BOLL, was appropriate.

19 353. Absent the fraudulently exaggerated net worth statement by BOLL, the
20 PARDUEs would not have met the \$7,500,000 threshold to apply for a PENN PFLI
21 policy, based on PENN’s policy at the time of application.

22 354. Relying on BOLL, the PARDUEs signed the PENN HPI application.

23 355. On December 11, 2019, PENN issued policy 2789384 on ERIC PARDUE’s
24 life.

25 356. On April 19, 2020, PENN issued policy 2790168 on KRISTEN M.
26 PARDUE’s life.

27 357. PENN was paid premiums for its HPI policies totaling at least \$900,000.
28

1 358. On or about December 5, 2019, via interstate wire communication, BOLL
2 sent the WINTRUST Credit Application to the PARDUES.

3 359. On this credit application, Defendant BOLL is listed as the Submitting
4 Broker/Agent through his Company Name INNOVATIVE RISK ALLIANCE.

5 360. Most of the pertinent financial fields on the WINTRUST credit application
6 were not filled in, with the exception Schedule 4 – Investments in Partnerships, which
7 BOLL had completed. In that section, the Current Market Value of the PARDUES’
8 partnership, solely owned by the PARDUES as a spousal unit, was listed as \$28,000,000.

9 361. As with the PENN exaggerated net worth statement, the WINTRUST
10 exaggerated valuation in the application was justified to the PARDUES by BOLL as
11 defensible and appropriate.

12 362. Absent the fraudulently exaggerated valuation by BOLL, the PARDUES
13 would not have met the threshold to apply for premium financed life insurance, based on
14 WINTRUST’s policy at the time of application.

15 363. On or about May 14, 2020, the PARDUES entered into a Master Promissory
16 Note with WINTRUST. The loan agreement was signed via an interstate wire
17 communication (electronically through email). The PARDUES paid WINTRUST at least
18 \$37,324.00 in fees, plus at least an additional \$85,068.00 (in the form of collateral posted
19 and lost to WINTRUST).

20 364. On or about December 30, 2021, BOLL convinced the PARDUES to invest
21 in a crypto mining opportunity he was promoting. BOLL promised that, if the PARDUES
22 invested \$20,000, they’d receive \$25,000 over the course of 10 quarters (2.5 years) – a
23 25% return. Based on BOLL’s representations, on December 30, 2021, the PARDUES
24 invested, via an interstate wire communication, but only received a total of \$7,923, for a
25 loss of \$12,077.

26 **14. Fraudulent Statements to Plaintiff LISA M. PRICE**

27 365. In or about early August of 2019, BOLL met in person with plaintiff LISA
28 M. PRICE (“PRICE”) to discuss BOLL’s sham tax avoidance strategies.

1 366. During this discussion, BOLL falsely told PRICE that interest on PENN
2 PFLI policies would provide them with large tax deductions.

3 367. Shortly after that meeting, on August 21, 2019, via interstate wire
4 communication, PRICE signed a stewardship agreement with BOLL and CROSSLIN
5 (through its predecessor “TBH Tax”) through electronic signature. PRICE paid at least
6 \$89,710.99 pursuant to this agreement.

7 368. BOLL convinced PRICE that the various insurance policies and related
8 products should be indirectly owned through businesses in which PRICE retained a
9 controlling interest, utilizing his sham charitable life insurance strategy.

10 369. PRICE followed BOLL’s plan.

11 370. On February 10, 2020, via interstate wire communication, BOLL texted
12 PRICE and a PENN employee to discuss life insurance.

13 371. On or about September 28, 2020, PRICE was told by BOLL, via interstate
14 wire communication, that the PENN/WINTRUST PFLI policy was “required”
15 notwithstanding that PRICE had sufficient assets to collateralize the CLLC without a
16 PENN/WINTRUST PFLI policy.

17 372. On or about September 29, 2020, PRICE was contacted, via interstate wire
18 communication, by a PENN employee in order to discuss her life “insurance file.”

19 373. On or about October 6, 2020, via interstate wire communication, PENN
20 emailed PRICE an Application for Individual Life Insurance.

21 374. On January 28, 2021, PENN issued policy 2839280 on PRICE’s life.

22 375. PENN was paid premiums for this HPI policy totaling \$1,215,477.44.

23 376. On or about October 4, 2020, via interstate wire communication, PRICE
24 signed a credit application with WINTRUST.

25 377. On or about January 21, 2021, via interstate wire communication, PRICE
26 entered into a Master Promissory Note with WINTRUST. PRICE paid WINTRUST at
27 least \$56,380.44 in fees, plus at least an additional \$361,765.44 (in the form of collateral
28 posted and lost to WINTRUST).

1 378. On or about October 11, 2020, via interstate wire communication, PRICE
2 entered into an agreement with KALICKI for legal services in order to further BOLL's
3 tax schemes. PRICE paid KALICKI at least \$50,000.

4 379. In the scope of the CLLC strategy, BOLL convinced PRICE to realize more
5 than \$800k in unrealized capital gains in her portfolio in order to maximize the size of the
6 charitable deduction. The larger the deduction, the larger the PFLI policy he could
7 convince her to buy.

8 380. PRICE is under IRS audit for 2020 and 2021 related to the CLLC and other
9 improper deductions, and has incurred legal and accounting charges related thereto in
10 excess of \$130,000 to-date. Her accountants estimate penalties and interest of about
11 \$570,000, excluding taxes owed on non-deductible expenses improperly taken.

12 **15. Fraudulent Statements to Plaintiffs JOSHUA L. SPENCER**
13 **and/or MELINDA M. SPENCER**

14 381. On or about February 7, 2020, BOLL met in person with plaintiffs JOSHUA
15 L. SPENCER and/or MELINDA M. SPENCER (the "SPENCERS") to discuss BOLL's
16 sham tax avoidance strategies.

17 382. During this discussion, BOLL falsely told the SPENCERS that interest on
18 PENN PFLI policies would provide them with large tax deductions.

19 383. Shortly after that meeting, on February 10, 2020, via interstate wire
20 communication, the SPENCERS signed a stewardship agreement with BOLL and
21 CROSSLIN (through its predecessor "TBH Tax") through electronic signature. The
22 SPENCERS paid at least \$77,537.60 pursuant to this agreement.

23 384. Through the stewardship agreement, BOLL convinced the SPENCERS that
24 the various insurance policies and related products should be indirectly owned through
25 businesses in which the SPENCERS retained a controlling interest.

26 385. The SPENCERS followed BOLL's plan.
27
28

1 386. The SPENCERs were also provided, via interstate wire communication, with
2 a personalized “Entity Engineering” powerpoint prepared by BOLL and CROSSLIN
3 (through its predecessor, “TBH Tax”).

4 387. On or about July 2, 2020, via interstate wire communication, PENN emailed
5 the SPENCERs an Application for Life Insurance.

6 388. In the Personal Finances section of the policy application, the Insured Net
7 Worth was listed by BOLL as \$3,000,000. While the SPENCERs raised concerns
8 regarding the value of the business, and told BOLL they thought this number was far too
9 high, BOLL told them that the valuation, as determined by BOLL, was appropriate.

10 389. Relying on BOLL, the SPENCERs signed the PENN HPI application.

11 390. On August 5, 2020, PENN issued policy 2831076 on JOSHUA L.
12 SPENCER’s life.

13 391. PENN was paid premiums for its HPI policies totaling at least \$119,485.35.

14 392. On or about October 7, 2020, via interstate wire communication, BOLL sent
15 the WINTRUST Credit Application to the SPENCERs.

16 393. On this credit application, Defendant BOLL is listed as the Submitting
17 Broker/Agent through his Company Name INNOVATIVE RISK ALLIANCE.

18 394. In the Insured Information section of this credit application, the SPENCERs’
19 Current Net Worth (from Financial Statement) was listed by BOLL as \$26,900,000,
20 including \$21M as “Closely held Corporations.”

21 395. Notwithstanding the dramatically lower value included in the PENN
22 application, the WINTRUST exaggerated valuation in the application was justified to the
23 SPENCERs by BOLL as defensible and appropriate.

24 396. Even though the SPENCERs ultimately decided against financing the
25 premiums on their PENN HPI policies, absent the exaggerated valuation by BOLL, the
26 SPENCERs would not have met the threshold to apply for premium financed life
27 insurance, based on WINTRUST’s policy at the time of application.
28

1 397. On or about April 17, 2020, via an interstate wire communication, at
2 BOLL's urging, the SPENCERs hired OSHINS for the creation of certain trust and other
3 materials that furthered BOLL's tax schemes. The SPENCERs paid OSHINS not less
4 than \$5,000.

5 398. On BOLL and CROSSLIN's urging, the SPENCERs deducted \$50,000 in
6 PENN HPI policy premiums.

7 399. BOLL also fraudulently convinced the SPENCERs to invest in several of his
8 other businesses, but on information and belief, BOLL simply took the money, and never
9 accounted for it to the SPENCERs.

10 **V. CLAIMS FOR RELIEF**

11 **CLAIM 1**

12 **Violations of the Racketeer Influenced and 13 Corrupt Organizations Act [18 U.S.C. § 1962(c)] (Against Defendants BOLL, CROSSLIN, LEWIS, PENN, 14 WINTRUST, KALICKI, PLURIS, ROBAK, and OSHINS)**

15 400. The allegations of the foregoing paragraphs are incorporated by reference as
16 if set forth fully herein.

17 401. The HPI Enterprise is an enterprise engaged in and whose activities affect
18 interstate commerce. Defendants are employed by or associated with the enterprise.

19 402. Defendants BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, KALICKI,
20 PLURIS, ROBAK, and OSHINS ("HPI Enterprise Defendants") agreed to and did
21 conduct and participate in the conduct of the HPI Enterprise's affairs through a pattern of
22 racketeering activity and for the unlawful purpose of intentionally defrauding plaintiffs.

23 403. Pursuant to and in furtherance of their fraudulent scheme, the HPI Enterprise
24 Defendants committed multiple related acts of wire fraud, in violation of 18 U.S.C.
25 § 1343.

26 404. The acts of wire fraud set forth above constitute a pattern of racketeering
27 activity pursuant to 18 U.S.C. § 1961(5).
28

1 405. The HPI Enterprise Defendants have directly and indirectly conducted and
2 participated in the conduct of the enterprise's affairs through the pattern of racketeering
3 and activity described above, in violation of 18 U.S.C. § 1962(c).

4 406. As a direct and proximate result of the HPI Enterprise Defendants'
5 racketeering activities and violations of 18 U.S.C. § 1962(c), plaintiffs have been injured
6 in their business and property in an amount to be proven at trial, but presently estimated
7 to be in excess of \$20 million.

8 **CLAIM 2**
9 **Violations of the Racketeer Influenced and**
10 **Corrupt Organizations Act [18 U.S.C. § 1962(d)]**
11 **(Against Defendants BOLL, CROSSLIN, LEWIS, PENN,**
12 **WINTRUST, KALICKI, PLURIS, ROBAK, and OSHINS)**

13 407. The allegations of the foregoing paragraphs are incorporated by reference as
14 if set forth fully herein.

15 408. As set forth above, the HPI Enterprise Defendants agreed and conspired to
16 violate 18 U.S.C. § 1962(c), which prohibits persons from conducting and participating in
17 the conduct of the affairs of the enterprise through a pattern of racketeering activity.

18 409. The HPI Enterprise Defendants have intentionally conspired and agreed to
19 conduct and participate in the conduct of the affairs of the enterprise through a pattern of
20 racketeering activity. The HPI Defendants knew that their predicate acts were part of a
21 pattern of racketeering activity and agreed to the commission of those acts to further the
22 schemes described above. That conduct constitutes a conspiracy to violate 18 U.S.C. §
23 1962(c), in violation of 18 U.S.C. § 1962(d).

24 410. As a direct and proximate result of the HPI Enterprise Defendants'
25 racketeering activities and violations of 18 U.S.C. § 1962(d), plaintiffs have been injured
26 in their business and property in an amount to be proven at trial, but presently estimated
27 to be in excess of \$20 million.
28

CLAIM 3
Breach of the Covenant of Good Faith and Fair Dealing
Plaintiffs KEVIN M. CHRISTIAN, LINDA D. CHRISTIAN, CHASE A. GIBSON,
and FELICIA D. GIBSON
(Against CROSSLIN, PENN, and WINTRUST)

411. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

412. For the reasons set forth above, Plaintiffs do not believe that any enforceable contracts exist as between any Plaintiff and any Defendant.

413. However, to the extent any such contract(s) were entered into and are found to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN, WINTRUST each breached the implied covenant of good faith and fair dealing as to each Plaintiff.

414. A party must not act in bad faith, dishonestly, or with improper motive to destroy or injure the right of the other party to receive the benefits or reasonable expectations of the contract.

415. As explained above, CROSSLIN, PENN, and/or WINTRUST (directly or through their agents) acted in bad faith, dishonestly, or with improper motive.

416. Plaintiffs were damaged by CROSSLIN, PENN, and/or WINTRUST's breaches of the covenant of good faith and fair dealing in an amount to be determined at trial.

CLAIM 4
Negligent Misrepresentation
Plaintiffs KEVIN M. CHRISTIAN, LINDA D. CHRISTIAN, CHASE A. GIBSON,
and FELICIA D. GIBSON
(Against BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST)

417. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

418. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST (directly or through their agents) each made a representation to plaintiffs that certain material facts were true.

1 419. Even if they believed these representations were true, they knew or should
2 have known they were untrue, and the defendants intended that the plaintiffs rely on the
3 representations.

4 420. The plaintiffs did rely on these representations, which were a substantial
5 factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.

6 **CLAIM 5**
7 **Fraud**
8 **Plaintiffs KEVIN M. CHRISTIAN, LINDA D. CHRISTIAN, CHASE A. GIBSON,**
9 **and FELICIA D. GIBSON**
10 **(Against BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST)**

11 421. The allegations of the foregoing paragraphs are incorporated by reference as
12 if set forth fully herein.

13 422. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN,
14 and WINTRUST (directly or through their agents) each defrauded Plaintiffs.

15 423. As alleged hereinabove, each defendant made material misrepresentations of
16 presently existing or past facts, with the knowledge or belief by such defendant of their
17 falsity, and with the intention that each plaintiff rely on the misrepresentations.

18 424. Each plaintiff reasonably relied thereon, and each was damaged as a result,
19 in an amount to be proven at trial.

20 **CLAIM 6**
21 **Breach of the Covenant of Good Faith and Fair Dealing**
22 **Plaintiffs NATHAN D. DETRACY and JENNIFER DETRACY**
23 **(Against CROSSLIN, PENN, OSHINS, and OXFORD)**

24 425. The allegations of the foregoing paragraphs are incorporated by reference as
25 if set forth fully herein.

26 426. For the reasons set forth above, Plaintiffs do not believe that any enforceable
27 contracts exist as between any Plaintiff and any Defendant.

28 427. However, to the extent any such contract(s) were entered into and are found
to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN,
OSHINS, and OXFORD breached the implied covenant of good faith and fair dealing as
to each Plaintiff.

1 428. A party must not act in bad faith, dishonestly, or with improper motive to
2 destroy or injure the right of the other party to receive the benefits or reasonable
3 expectations of the contract.

4 429. As explained above, PENN and/or WINTRUST (directly or through their
5 agents) acted in bad faith, dishonestly, or with improper motive.

6 345. Plaintiffs were damaged by PENN and/or WINTRUST's breaches of the covenant
7 of good faith and fair dealing in an amount to be determined at trial.

8 **CLAIM 7**

9 **Negligent Misrepresentation**

10 **Plaintiffs NATHAN D. DETRACY and JENNIFER DETRACY**
11 **(Against BOLL, CROSSLIN, LEWIS, PENN, OSHINS, and OXFORD)**

12 430. The allegations of the foregoing paragraphs are incorporated by reference as
13 if set forth fully herein.

14 431. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, PENN,
15 and OSHINS, and OXFORD (directly or through their agents) each made a
16 representation to plaintiffs that certain material facts were true.

17 432. Even if they believed these representations were true, they knew or should
18 have known they were untrue, and the defendants intended that the plaintiffs rely on the
19 representations.

20 433. The plaintiffs did rely on these representations, which were a substantial
21 factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.

22 **CLAIM 8**

23 **Fraud**

24 **Plaintiffs NATHAN D. DETRACY and JENNIFER DETRACY**
25 **(Against BOLL, CROSSLIN, LEWIS, PENN, OSHINS, and OXFORD)**

26 434. The allegations of the foregoing paragraphs are incorporated by reference as
27 if set forth fully herein.

28 435. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN,
OSHINS, and OXFORD (directly or through their agents) each defrauded Plaintiffs.

1 436. As alleged hereinabove, each defendant made material misrepresentations of
2 presently existing or past facts, with the knowledge or belief by such defendant of their
3 falsity, and with the intention that each plaintiff rely on the misrepresentations.

4 437. Each plaintiff reasonably relied thereon, and each was damaged as a result,
5 in an amount to be proven at trial.

6 **CLAIM 9**
7 **Breach of the Covenant of Good Faith and Fair Dealing**
8 **JOHN PATRICK DWYER JR. and CHRISTINE DWYER**
9 **(Against CROSSLIN, PENN, WINTRUST, and OSHINS)**

10 438. The allegations of the foregoing paragraphs are incorporated by reference as
11 if set forth fully herein.

12 439. For the reasons set forth above, Plaintiffs do not believe that any enforceable
13 contracts exist as between any Plaintiff and any Defendant.

14 440. However, to the extent any such contract(s) were entered into and are found
15 to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN,
16 WINTRUST, and OSHINS breached the implied covenant of good faith and fair dealing
17 as to each Plaintiff.

18 441. A party must not act in bad faith, dishonestly, or with improper motive to
19 destroy or injure the right of the other party to receive the benefits or reasonable
20 expectations of the contract.

21 442. As explained above, CROSSLIN, PENN, WINTRUST, and OSHINS
22 (directly or through their agents) acted in bad faith, dishonestly, or with improper motive.

23 443. Plaintiffs were damaged by CROSSLIN, PENN, WINTRUST, and/or
24 OSHINS' breaches of the covenant of good faith and fair dealing in an amount to be
25 determined at trial.

26 **CLAIM 10**
27 **Negligent Misrepresentation**
28 **JOHN PATRICK DWYER JR. and CHRISTINE DWYER**
(Against BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, and OSHINS)

444. The allegations of the foregoing paragraphs are incorporated by reference as
if set forth fully herein.

1 445. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, PENN,
2 WINTRUST, and OSHINS (directly or through their agents) each made a representation
3 to plaintiffs that certain material facts were true.

4 446. Even if they believed these representations were true, they knew or should
5 have known they were untrue, and the defendants intended that the plaintiffs rely on the
6 representations.

7 447. The plaintiffs did rely on these representations, which were a substantial
8 factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.

9 **CLAIM 11**

Fraud

10 **JOHN PATRICK DWYER JR. and CHRISTINE DWYER**
11 **(Against BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, and OSHINS)**

12 448. The allegations of the foregoing paragraphs are incorporated by reference as
13 if set forth fully herein.

14 449. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN,
15 WINTRUST, and OSHINS (directly or through their agents) each defrauded Plaintiffs.

16 450. As alleged hereinabove, each defendant made material misrepresentations of
17 presently existing or past facts, with the knowledge or belief by such defendant of their
18 falsity, and with the intention that each plaintiff rely on the misrepresentations.

19 451. Each plaintiff reasonably relied thereon, and each was damaged as a result,
20 in an amount to be proven at trial.

21 **CLAIM 12**

Breach of the Covenant of Good Faith and Fair Dealing

22 **Plaintiffs JOHN DAVID JEFFREY FOLSOM and MICAH DANNAN FOLSOM**
23 **(Against CROSSLIN, PENN, WINTRUST, OXFORD, and SRA)**

24 452. The allegations of the foregoing paragraphs are incorporated by reference as
25 if set forth fully herein.

26 453. For the reasons set forth above, Plaintiffs do not believe that any enforceable
27 contracts exist as between any Plaintiff and any Defendant.

28 454. However, to the extent any such contract(s) were entered into and are found
to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN,

1 WINTRUST, OXFORD, and SRA breached the implied covenant of good faith and fair
2 dealing as to each Plaintiff.

3 455. A party must not act in bad faith, dishonestly, or with improper motive to
4 destroy or injure the right of the other party to receive the benefits or reasonable
5 expectations of the contract.

6 456. As explained above, CROSSLIN, PENN, WINTRUST, OXFORD, and SRA
7 (directly or through their agents) acted in bad faith, dishonestly, or with improper motive.

8 457. Plaintiffs were damaged by CROSSLIN, PENN, WINTRUST, OXFORD,
9 and SRA's breaches of the covenant of good faith and fair dealing in an amount to be
10 determined at trial.

11 CLAIM 13

Negligent Misrepresentation

12 **Plaintiffs JOHN DAVID JEFFREY FOLSOM and MICAH DANNAN FOLSOM**
13 **(Against BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, OXFORD, and SRA)**

14 458. The allegations of the foregoing paragraphs are incorporated by reference as
15 if set forth fully herein.

16 459. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, PENN,
17 WINTRUST, OXFORD, and SRA (directly or through their agents) each made a
18 representation to plaintiffs that certain material facts were true.

19 460. Even if they believed these representations were true, they knew or should
20 have known they were untrue, and the defendants intended that the plaintiffs rely on the
21 representations.

22 461. The plaintiffs did rely on these representations, which were a substantial
23 factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.

24 CLAIM 14

Fraud

25 **Plaintiffs JOHN DAVID JEFFREY FOLSOM and MICAH DANNAN FOLSOM**
26 **(Against BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, OXFORD, and SRA)**

27 462. The allegations of the foregoing paragraphs are incorporated by reference as
28 if set forth fully herein.

1 463. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN,
2 WINTRUST, OXFORD, and SRA (directly or through their agents) each defrauded
3 Plaintiffs.

4 464. As alleged hereinabove, each defendant made material misrepresentations of
5 presently existing or past facts, with the knowledge or belief by such defendant of their
6 falsity, and with the intention that each plaintiff rely on the misrepresentations.

7 465. Each plaintiff reasonably relied thereon, and each was damaged as a result,
8 in an amount to be proven at trial.

9 **CLAIM 15**
10 **Breach of the Covenant of Good Faith and Fair Dealing**
11 **Plaintiffs THOMAS BRAD FOSTER and ERICKA R. FOSTER**
12 **(Against CROSSLIN, PENN, and WINTRUST)**

13 466. 507. The allegations of the foregoing paragraphs are incorporated by
14 reference as if set forth fully herein.

15 467. For the reasons set forth above, Plaintiffs do not believe that any enforceable
16 contracts exist as between any Plaintiff and any Defendant.

17 468. However, to the extent any such contract(s) were entered into and are found
18 to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN, and/or
19 WINTRUST breached the implied covenant of good faith and fair dealing as to each
20 Plaintiff.

21 469. A party must not act in bad faith, dishonestly, or with improper motive to
22 destroy or injure the right of the other party to receive the benefits or reasonable
23 expectations of the contract.

24 470. As explained above, CROSSLIN, PENN, and/or WINTRUST (directly or
25 through their agents) acted in bad faith, dishonestly, or with improper motive.

26 471. Plaintiffs were damaged by CROSSLIN, PENN, and/or WINTRUST's
27 breaches of the covenant of good faith and fair dealing in an amount to be determined at
28 trial.

CLAIM 16
Negligent Misrepresentation
Plaintiffs THOMAS BRAD FOSTER and ERICKA R. FOSTER
(Against BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST)

472. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

473. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST (directly or through their agents) each made a representation to plaintiffs that certain material facts were true.

474. Even if they believed these representations were true, they knew or should have known they were untrue, and the defendants intended that the plaintiffs rely on the representations.

475. The plaintiffs did rely on these representations, which were a substantial factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.

CLAIM 17
Fraud
Plaintiffs THOMAS BRAD FOSTER and ERICKA R. FOSTER
(Against BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST)

476. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

477. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST (directly or through their agents) each defrauded Plaintiffs.

478. As alleged hereinabove, each defendant made material misrepresentations of presently existing or past facts, with the knowledge or belief by such defendant of their falsity, and with the intention that each plaintiff rely on the misrepresentations.

479. Each plaintiff reasonably relied thereon, and each was damaged as a result, in an amount to be proven at trial.

CLAIM 18
Breach of the Covenant of Good Faith and Fair Dealing
Plaintiffs JOEL B. FREEMAN and BREANNE ASHLEY FREEMAN
(Against CROSSLIN, PENN, WINTRUST, OSHINS, OXFORD, and SRA)

480. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

1 481. For the reasons set forth above, Plaintiffs do not believe that any enforceable
2 contracts exist as between any Plaintiff and any Defendant.

3 482. However, to the extent any such contract(s) were entered into and are found
4 to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN,
5 WINTRUST, OSHINS, OXFORD, and/or SRA breached the implied covenant of good
6 faith and fair dealing as to each Plaintiff.

7 483. A party must not act in bad faith, dishonestly, or with improper motive to
8 destroy or injure the right of the other party to receive the benefits or reasonable
9 expectations of the contract.

10 484. As explained above, CROSSLIN, PENN, WINTRUST, OSHINS,
11 OXFORD, and/or SRA (directly or through their agents) acted in bad faith, dishonestly,
12 or with improper motive.

13 485. Plaintiffs were damaged by CROSSLIN, PENN, WINTRUST, OSHINS,
14 OXFORD, and/or SRA's breaches of the covenant of good faith and fair dealing in an
15 amount to be determined at trial.

16 **CLAIM 19**
17 **Negligent Misrepresentation**
18 **Plaintiffs JOEL B. FREEMAN and BREANNE ASHLEY FREEMAN**
19 **(Against BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, OSHINS, OXFORD,**
20 **and SRA)**

21 486. The allegations of the foregoing paragraphs are incorporated by reference as
22 if set forth fully herein.

23 487. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, PENN,
24 WINTRUST, OSHINS, OXFORD, and SRA (directly or through their agents) each made
25 a representation to plaintiffs that certain material facts were true.

26 488. Even if they believed these representations were true, they knew or should
27 have known they were untrue, and the defendants intended that the plaintiffs rely on the
28 representations.

29 489. The plaintiffs did rely on these representations, which were a substantial
30 factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.

CLAIM 20

Fraud

**Plaintiffs JOEL B. FREEMAN and BREANNE ASHLEY FREEMAN
(Against BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, OSHINS, OXFORD,
and SRA)**

490. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

491. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, OSHINS, OXFORD, and SRA (directly or through their agents) each defrauded Plaintiffs.

492. As alleged hereinabove, each defendant made material misrepresentations of presently existing or past facts, with the knowledge or belief by such defendant of their falsity, and with the intention that each plaintiff rely on the misrepresentations.

493. Each plaintiff reasonably relied thereon, and each was damaged as a result, in an amount to be proven at trial.

CLAIM 21

Breach of the Covenant of Good Faith and Fair Dealing

**Plaintiffs JAMES HICKS and LARA HICKS
(Against CROSSLIN, PENN, WINTRUST)**

494. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

495. For the reasons set forth above, Plaintiffs do not believe that any enforceable contracts exist as between any Plaintiff and any Defendant.

496. However, to the extent any such contract(s) were entered into and are found to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN, and/or WINTRUST breached the implied covenant of good faith and fair dealing as to each Plaintiff.

497. A party must not act in bad faith, dishonestly, or with improper motive to destroy or injure the right of the other party to receive the benefits or reasonable expectations of the contract.

498. As explained above, CROSSLIN, PENN, and/or WINTRUST (directly or through their agents) acted in bad faith, dishonestly, or with improper motive.

345. Plaintiffs were damaged by CROSSLIN, PENN, and/or WINTRUST's breaches of the covenant of good faith and fair dealing in an amount to be determined at trial.

CLAIM 22
Negligent Misrepresentation
Plaintiffs JAMES HICKS and LARA HICKS
(Against BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST)

499. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

500. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST (directly or through their agents) each made a representation to plaintiffs that certain material facts were true.

501. Even if they believed these representations were true, they knew or should have known they were untrue, and the defendants intended that the plaintiffs rely on the representations.

502. The plaintiffs did rely on these representations, which were a substantial factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.

CLAIM 23
Fraud
Plaintiffs JAMES HICKS and LARA HICKS
(Against BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST)

503. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

504. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST (directly or through their agents) each defrauded Plaintiffs.

505. As alleged hereinabove, each defendant made material misrepresentations of presently existing or past facts, with the knowledge or belief by such defendant of their falsity, and with the intention that each plaintiff rely on the misrepresentations.

506. Each plaintiff reasonably relied thereon, and each was damaged as a result, in an amount to be proven at trial.

CLAIM 24
Breach of the Covenant of Good Faith and Fair Dealing
Plaintiffs STEPHEN ROGER INNIS and JAIME ROSE INNIS
(Against CROSSLIN, PENN, WINTRUST, and OXFORD)

507. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

508. For the reasons set forth above, Plaintiffs do not believe that any enforceable contracts exist as between any Plaintiff and Defendant.

509. However, to the extent any such contract(s) were entered into and are found to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN, WINTRUST, and/or OXFORD breached the implied covenant of good faith and fair dealing as to each Plaintiff.

510. A party must not act in bad faith, dishonestly, or with improper motive to destroy or injure the right of the other party to receive the benefits or reasonable expectations of the contract.

511. As explained above, CROSSLIN, PENN, WINTRUST, and/or OXFORD (directly or through their agents) acted in bad faith, dishonestly, or with improper motive.

512. Plaintiffs were damaged by CROSSLIN, PENN, WINTRUST, and/or OXFORD's breaches of the covenant of good faith and fair dealing in an amount to be determined at trial.

CLAIM 25
Negligent Misrepresentation
Plaintiffs STEPHEN ROGER INNIS and JAIME ROSE INNIS
(Against BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, and OXFORD)

513. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

514. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, and OXFORD (directly or through their agents) each made a representation to plaintiffs that certain material facts were true.

1 515. Even if they believed these representations were true, they knew or should
2 have known they were untrue, and the defendants intended that the plaintiffs rely on the
3 representations.

4 516. The plaintiffs did rely on these representations, which were a substantial
5 factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.

6 **CLAIM 26**

7 **Fraud**

8 **Plaintiffs STEPHEN ROGER INNIS and JAIME ROSE INNIS**
9 **(Against BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST)**

10 517. The allegations of the foregoing paragraphs are incorporated by reference as
11 if set forth fully herein.

12 518. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN,
13 WINTRUST, and OXFORD (directly or through their agents) each defrauded Plaintiffs.

14 519. As alleged hereinabove, each defendant made material misrepresentations of
15 presently existing or past facts, with the knowledge or belief by such defendant of their
16 falsity, and with the intention that each plaintiff rely on the misrepresentations.

17 520. Each plaintiff reasonably relied thereon, and each was damaged as a result,
18 in an amount to be proven at trial.

19 **CLAIM 27**

20 **Breach of the Covenant of Good Faith and Fair Dealing**

21 **Plaintiffs JOSH NATHANAEL JOHNSON and SEASON MARIE JOHNSON**
22 **(Against CROSSLIN, PENN, and WINTRUST)**

23 521. The allegations of the foregoing paragraphs are incorporated by reference as
24 if set forth fully herein.

25 522. For the reasons set forth above, Plaintiffs do not believe that any enforceable
26 contracts exist as between any Plaintiff and any Defendant.

27 523. However, to the extent any such contract(s) were entered into and are found
28 to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN, and/or
WINTRUST breached the implied covenant of good faith and fair dealing as to each
Plaintiff.

1 524. A party must not act in bad faith, dishonestly, or with improper motive to
2 destroy or injure the right of the other party to receive the benefits or reasonable
3 expectations of the contract.

4 525. As explained above, CROSSLIN, PENN, and/or WINTRUST (directly or
5 through their agents) acted in bad faith, dishonestly, or with improper motive.

6 526. Plaintiffs were damaged by CROSSLIN, PENN, and/or WINTRUST's
7 breaches of the covenant of good faith and fair dealing in an amount to be determined at
8 trial.

9 **CLAIM 28**
10 **Negligent Misrepresentation**
11 **Plaintiffs JOSH NATHANAEL JOHNSON and SEASON MARIE JOHNSON**
12 **(Against BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST)**

13 527. The allegations of the foregoing paragraphs are incorporated by reference as
14 if set forth fully herein.

15 528. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, PENN,
16 and WINTRUST (directly or through their agents) each made a representation to
17 plaintiffs that certain material facts were true.

18 529. Even if they believed these representations were true, they knew or should
19 have known they were untrue, and the defendants intended that the plaintiffs rely on the
20 representations.

21 530. The plaintiffs did rely on these representations, which were a substantial
22 factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.

23 **CLAIM 29**
24 **Fraud**
25 **Plaintiffs JOSH NATHANAEL JOHNSON and SEASON MARIE JOHNSON**
26 **(Against BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST)**

27 531. The allegations of the foregoing paragraphs are incorporated by reference as
28 if set forth fully herein.

532. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN,
and WINTRUST (directly or through their agents) each defrauded Plaintiffs.

1 533. As alleged hereinabove, each defendant made material misrepresentations of
2 presently existing or past facts, with the knowledge or belief by such defendant of their
3 falsity, and with the intention that each plaintiff rely on the misrepresentations.

4 534. Each plaintiff reasonably relied thereon, and each was damaged as a result,
5 in an amount to be proven at trial.

6 **CLAIM 30**
7 **Breach of the Covenant of Good Faith and Fair Dealing**
8 **Plaintiffs KARL MCALLISTER and MELISSA MCALLISTER**
9 **(Against CROSSLIN, PENN, WINTRUST, OSHINS, and OXFORD)**

10 535. The allegations of the foregoing paragraphs are incorporated by reference as
11 if set forth fully herein.

12 536. For the reasons set forth above, Plaintiffs do not believe that any enforceable
13 contracts exist as between any Plaintiff and any Defendant.

14 537. However, to the extent any such contract(s) were entered into and are found
15 to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN,
16 WINTRUST, OSHINS, and/or OXFORD breached the implied covenant of good faith
17 and fair dealing as to each Plaintiff.

18 538. A party must not act in bad faith, dishonestly, or with improper motive to
19 destroy or injure the right of the other party to receive the benefits or reasonable
20 expectations of the contract.

21 539. As explained above, CROSSLIN, PENN, WINTRUST, OSHINS, and/or
22 OXFORD (directly or through their agents) acted in bad faith, dishonestly, or with
23 improper motive.

24 540. Plaintiffs were damaged by CROSSLIN, PENN, WINTRUST, OSHINS,
25 and/or OXFORD's breaches of the covenant of good faith and fair dealing in an amount
26 to be determined at trial.

27 **CLAIM 31**
28 **Negligent Misrepresentation**
Plaintiffs KARL MCALLISTER and MELISSA MCALLISTER
(Against BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, OSHINS, and
OXFORD)

1 541. The allegations of the foregoing paragraphs are incorporated by reference as
2 if set forth fully herein.

3 542. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, PENN,
4 WINTRUST, OSHINS, and OXFORD (directly or through their agents) each made a
5 representation to plaintiffs that certain material facts were true.

6 543. Even if they believed these representations were true, they knew or should
7 have known they were untrue, and the defendants intended that the plaintiffs rely on the
8 representations.

9 544. The plaintiffs did rely on these representations, which were a substantial
10 factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.

11 **CLAIM 32**

12 **Fraud**

13 **Plaintiffs JOSH NATHANAEL JOHNSON and SEASON MARIE JOHNSON**
14 **(Against BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, OSHINS, and**
15 **OXFORD)**

16 545. The allegations of the foregoing paragraphs are incorporated by reference as
17 if set forth fully herein.

18 546. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN,
19 WINTRUST, OSHINS, and OXFORD (directly or through their agents) each defrauded
20 Plaintiffs.

21 547. As alleged hereinabove, each defendant made material misrepresentations of
22 presently existing or past facts, with the knowledge or belief by such defendant of their
23 falsity, and with the intention that each plaintiff rely on the misrepresentations.
24 Each plaintiff reasonably relied thereon, and each was damaged as a result, in an amount
25 to be proven at trial.

26 **CLAIM 33**

27 **Breach of the Covenant of Good Faith and Fair Dealing**

28 **Plaintiffs NATHAN WESLEY MOORE and DANA JOANNE MOORE**
(Against CROSSLIN and PENN)

548. The allegations of the foregoing paragraphs are incorporated by reference as
if set forth fully herein.

1 549. For the reasons set forth above, Plaintiffs do not believe that any enforceable
2 contracts exist as between any Plaintiff and any Defendant.

3 550. However, to the extent any such contract(s) were entered into and are found
4 to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN and/or PENN
5 breached the implied covenant of good faith and fair dealing as to each Plaintiff.

6 551. A party must not act in bad faith, dishonestly, or with improper motive to
7 destroy or injure the right of the other party to receive the benefits or reasonable
8 expectations of the contract.

9 552. As explained above, CROSSLIN and/or PENN (directly or through their
10 agents) acted in bad faith, dishonestly, or with improper motive.

11 553. Plaintiffs were damaged by CROSSLIN and/or PENN's breaches of the
12 covenant of good faith and fair dealing in an amount to be determined at trial.

13 **CLAIM 34**
14 **Negligent Misrepresentation**
15 **Plaintiffs NATHAN WESLEY MOORE and DANA JOANNE MOORE**
16 **(Against BOLL, CROSSLIN, LEWIS, and PENN)**

17 554. The allegations of the foregoing paragraphs are incorporated by reference as
18 if set forth fully herein.

19 555. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, and
20 PENN (directly or through their agents) each made a representation to plaintiffs that
21 certain material facts were true.

22 556. Even if they believed these representations were true, they knew or should
23 have known they were untrue, and the defendants intended that the plaintiffs rely on the
24 representations.

25 557. The plaintiffs did rely on these representations, which were a substantial
26 factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.
27
28

CLAIM 35

Fraud

**Plaintiffs NATHAN WESLEY MOORE and DANA JOANNE MOORE
(Against BOLL, CROSSLIN, LEWIS, and PENN)**

558. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

559. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, and PENN (directly or through their agents) each defrauded Plaintiffs.

560. As alleged hereinabove, each defendant made material misrepresentations of presently existing or past facts, with the knowledge or belief by such defendant of their falsity, and with the intention that each plaintiff rely on the misrepresentations.

561. Each plaintiff reasonably relied thereon, and each was damaged as a result, in an amount to be proven at trial.

CLAIM 36

**Breach of the Covenant of Good Faith and Fair Dealing
Plaintiffs ERIC PARDUE and KRISTEN M. PARDUE
(Against CROSSLIN, PENN, and WINTRUST)**

562. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

563. For the reasons set forth above, Plaintiffs do not believe that any enforceable contracts exist as between any Plaintiff and any Defendant.

564. However, to the extent any such contract(s) were entered into and are found to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN, and/or WINTRUST breached the implied covenant of good faith and fair dealing as to each Plaintiff.

565. A party must not act in bad faith, dishonestly, or with improper motive to destroy or injure the right of the other party to receive the benefits or reasonable expectations of the contract.

566. As explained above, CROSSLIN, PENN, and/or WINTRUST (directly or through their agents) acted in bad faith, dishonestly, or with improper motive.

1 567. Plaintiffs were damaged by CROSSLIN, PENN, and/or WINTRUST's
2 breaches of the covenant of good faith and fair dealing in an amount to be determined at
3 trial.

4 **CLAIM 37**
5 **Negligent Misrepresentation**
6 **Plaintiffs ERIC PARDUE and KRISTEN M. PARDUE**
7 **(Against BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST)**

8 568. The allegations of the foregoing paragraphs are incorporated by reference as
9 if set forth fully herein.

10 569. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, PENN,
11 and WINTRUST (directly or through their agents) each made a representation to
12 plaintiffs that certain material facts were true.

13 570. Even if they believed these representations were true, they knew or should
14 have known they were untrue, and the defendants intended that the plaintiffs rely on the
15 representations.

16 571. The plaintiffs did rely on these representations, which were a substantial
17 factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.

18 **CLAIM 38**
19 **Fraud**
20 **Plaintiffs ERIC PARDUE and KRISTEN M. PARDUE**
21 **(Against BOLL, CROSSLIN, LEWIS, PENN, and WINTRUST)**

22 572. The allegations of the foregoing paragraphs are incorporated by reference as
23 if set forth fully herein.

24 573. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN,
25 and WINTRUST (directly or through their agents) each defrauded Plaintiffs.

26 574. As alleged hereinabove, each defendant made material misrepresentations of
27 presently existing or past facts, with the knowledge or belief by such defendant of their
28 falsity, and with the intention that each plaintiff rely on the misrepresentations.

575. Each plaintiff reasonably relied thereon, and each was damaged as a result,
in an amount to be proven at trial.

CLAIM 39
Breach of the Covenant of Good Faith and Fair Dealing
Plaintiff LISA M. PRICE
(Against CROSSLIN, PENN, WINTRUST, and KALICKI)

576. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

577. For the reasons set forth above, plaintiff does not believe that any enforceable contracts exist as between plaintiff and any defendant.

578. However, to the extent any such contract(s) were entered into and are found to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN, WINTRUST, and/or KALICKI breached the implied covenant of good faith and fair dealing as to plaintiff.

579. A party must not act in bad faith, dishonestly, or with improper motive to destroy or injure the right of the other party to receive the benefits or reasonable expectations of the contract.

580. As explained above, CROSSLIN, PENN, WINTRUST, and/or KALICKI (directly or through their agents) acted in bad faith, dishonestly, or with improper motive.

581. Plaintiff was damaged by CROSSLIN, PENN, WINTRUST, and/or KALICKI's breaches of the covenant of good faith and fair dealing in an amount to be determined at trial.

CLAIM 40
Negligent Misrepresentation
Plaintiff LISA M. PRICE
(Against BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, and KALICKI)

582. The allegations of the foregoing paragraphs are incorporated by reference as if set forth fully herein.

583. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, and KALICKI (directly or through their agents) each made a representation to plaintiff that certain material facts were true.

1 584. Even if they believed these representations were true, they knew or should
2 have known they were untrue, and the defendants intended that plaintiff rely on the
3 representations.

4 585. Plaintiff did rely on these representations, which were a substantial factor in
5 causing plaintiff's harm, which amount of such harm will be proven at trial.

6 **CLAIM 41**
7 **Fraud**
8 **Plaintiff LISA M. PRICE**
9 **(Against BOLL, CROSSLIN, LEWIS, PENN, WINTRUST, and KALICKI)**

10 586. The allegations of the foregoing paragraphs are incorporated by reference as
11 if set forth fully herein.

12 587. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN,
13 WINTRUST, and KALICKI (directly or through their agents) each defrauded plaintiff.

14 588. As alleged hereinabove, each defendant made material misrepresentations of
15 presently existing or past facts, with the knowledge or belief by such defendant of their
16 falsity, and with the intention that plaintiff rely on the misrepresentations.

17 589. Plaintiff reasonably relied thereon, and was damaged as a result, in an
18 amount to be proven at trial.

19 **CLAIM 42**
20 **Breach of the Covenant of Good Faith and Fair Dealing**
21 **Plaintiffs JOSHUA L. SPENCER and MELINDA M. SPENCER**
22 **(Against CROSSLIN, PENN, and OSHINS)**

23 590. The allegations of the foregoing paragraphs are incorporated by reference as
24 if set forth fully herein.

25 591. For the reasons set forth above, plaintiffs do not believe that any enforceable
26 contracts exist as between any plaintiff and any defendant.

27 592. However, to the extent any such contract(s) were entered into and are found
28 to be enforceable (e.g., not illegal or fraudulently induced), CROSSLIN, PENN, and/or
OSHINS breached the implied covenant of good faith and fair dealing as to each
Plaintiff.

1 593. A party must not act in bad faith, dishonestly, or with improper motive to
2 destroy or injure the right of the other party to receive the benefits or reasonable
3 expectations of the contract.

4 594. As explained above, CROSSLIN, PENN, and/or OSHINS (directly or
5 through their agents) acted in bad faith, dishonestly, or with improper motive.

6 595. Plaintiffs were damaged by CROSSLIN, PENN, and/or OSHINS's breaches
7 of the covenant of good faith and fair dealing in an amount to be determined at trial.

8 **CLAIM 43**
9 **Negligent Misrepresentation**
10 **Plaintiffs JOSHUA L. SPENCER and MELINDA M. SPENCER**
11 **(Against BOLL, CROSSLIN, LEWIS, PENN, and OSHINS)**

12 596. The allegations of the foregoing paragraphs are incorporated by reference as
13 if set forth fully herein.

14 597. As alleged hereinabove, Defendants BOLL, CROSSLIN, LEWIS, PENN,
15 and OSHINS (directly or through their agents) each made a representation to plaintiffs
16 that certain material facts were true.

17 598. Even if they believed these representations were true, they knew or should
18 have known they were untrue, and the defendants intended that the plaintiffs rely on the
19 representations.

20 599. The plaintiffs did rely on these representations, which were a substantial
21 factor in causing plaintiffs' harm, which amount of such harm will be proven at trial.

22 **CLAIM 44**
23 **Fraud**
24 **Plaintiffs JOSHUA L. SPENCER and MELINDA M. SPENCER**
25 **(Against BOLL, CROSSLIN, LEWIS, PENN, and OSHINS)**

26 600. The allegations of the foregoing paragraphs are incorporated by reference as
27 if set forth fully herein.

28 601. As alleged hereinabove, defendants BOLL, CROSSLIN, LEWIS, PENN,
and OSHINS (directly or through their agents) each defrauded Plaintiffs.

602. As alleged hereinabove, each defendant made material misrepresentations of presently existing or past facts, with the knowledge or belief by such defendant of their falsity, and with the intention that each plaintiff rely on the misrepresentations.

603. Each plaintiff reasonably relied thereon, and each was damaged as a result, in an amount to be proven at trial.

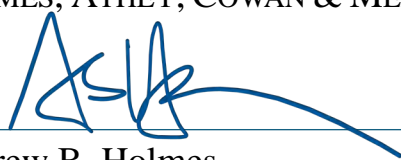
VI. PRAYER FOR RELIEF

604. WHEREFORE, Plaintiffs request that this Court enter judgment against the defendants as follows:

- a. For actual damages in excess of \$13,500,000, according to proof;
- b. For consequential damages in excess of \$10,000,000, according to proof;
- c. For punitive damages;
- d. For treble damages, pursuant to 18 United States Code, Section 1964(c);
- e. For attorneys' fees and costs of suit, pursuant to 18 United States Code, Section 1964(c);
- f. For pre-judgment interest; and
- g. For such other and further relief as the court may deem just and proper.

Dated: December 16, 2024

HOLMES, ATHEY, COWAN & MERMELSTEIN LLP



Andrew B. Holmes
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury.

Dated: December 16, 2024

HOLMES, ATHEY, COWAN & MERMELSTEIN LLP



Andrew B. Holmes
Attorneys for Plaintiffs

Exhibit A



Folsom, JD & Micah

TBH Tax Nashville Seminar, June 29-30, 2021

Asset Protection:

_____ Beneficiary Defective Inheritor Trust (BDIT)

_____ Holding Company (within BDIT)

Tax Strategy:

_____ Management Company

_____ Section 105 (Health & Wellness Reimbursement Plan)

_____ Dependent Payroll

_____ Section 179 Vehicle

_____ Compensation Study

_____ Entities Registered in Wyoming

_____ Charitable Partnership

Real Estate:

_____ Real Estate (Rental Properties)

_____ Land Trust

_____ Restricted Property Trust

_____ Cost Segregation Study

Insurance/Retirement Planning:

_____ Property & Casualty Insurance

_____ Whole Life Insurance

_____ Captive Insurance

_____ Cash Balance Plan (401(k))

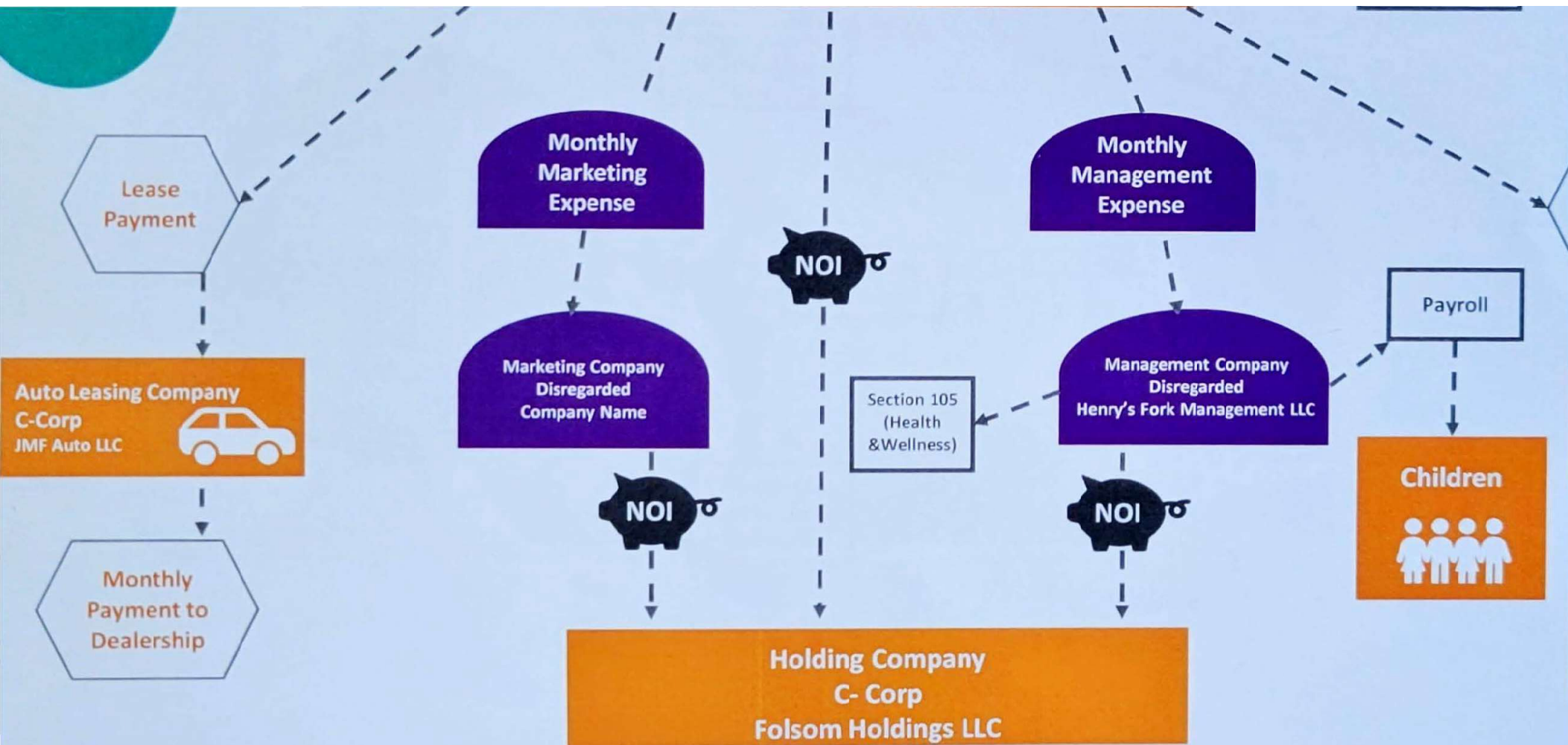
Signed 2848 Power of Attorney:

_____ Yes



ENTITY ENGINEERING

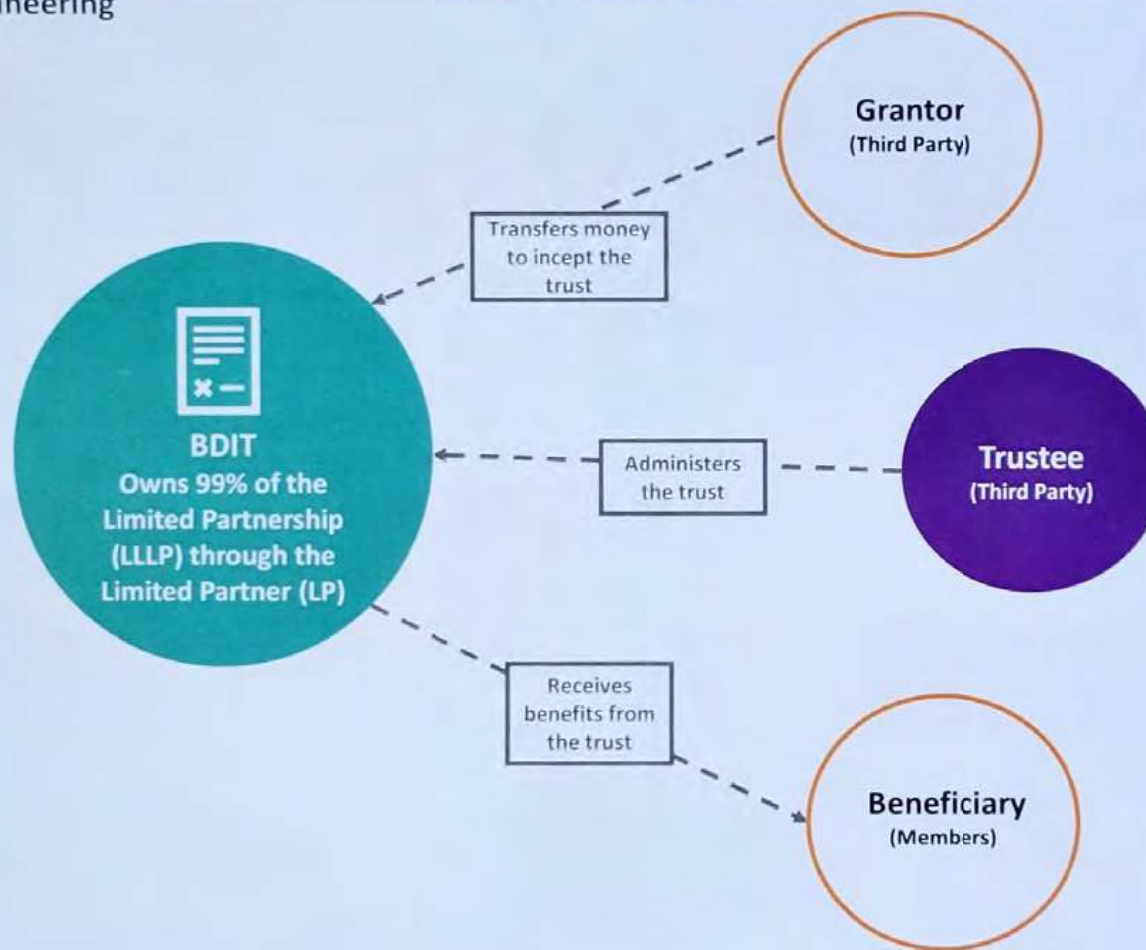
Folsom Family



NOI – Net Operating Income

BENEFICIARY DEFECTIVE INHERITOR TRUST - BDIT

Entity Engineering

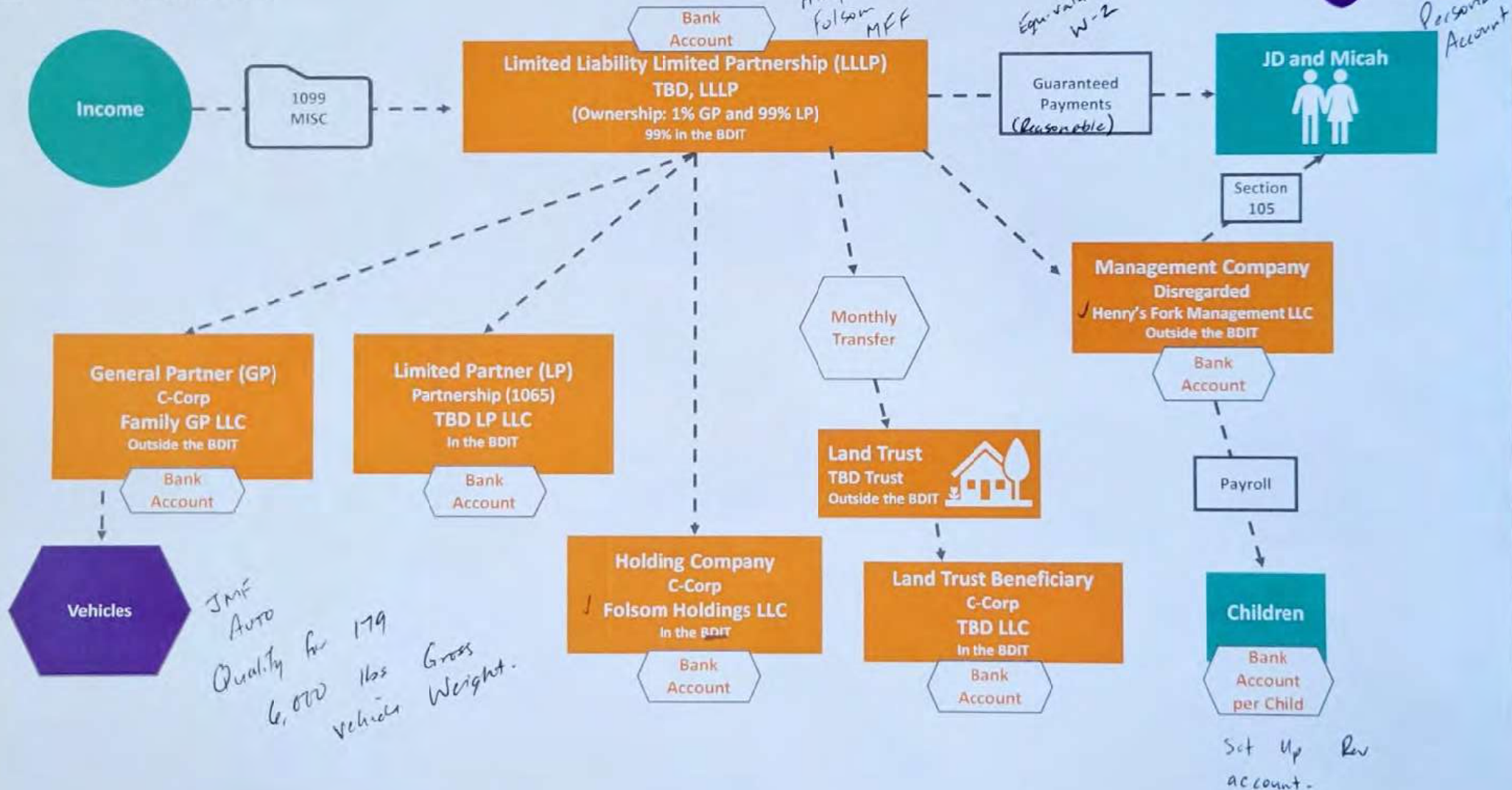


* IPX1030 - Conn

1031

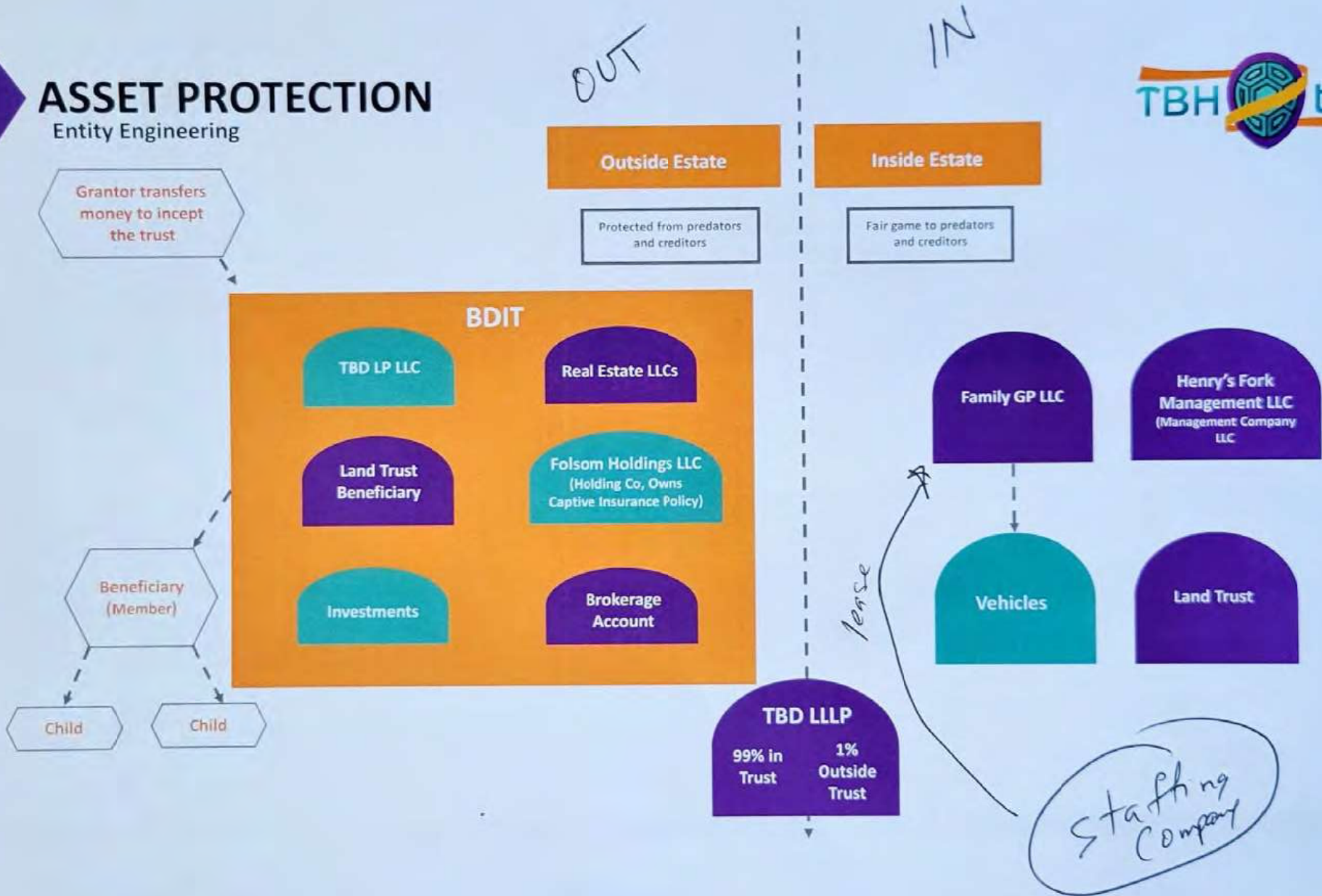
OVERVIEW: NEW TBH TAX STRATEGY

Entity Engineering



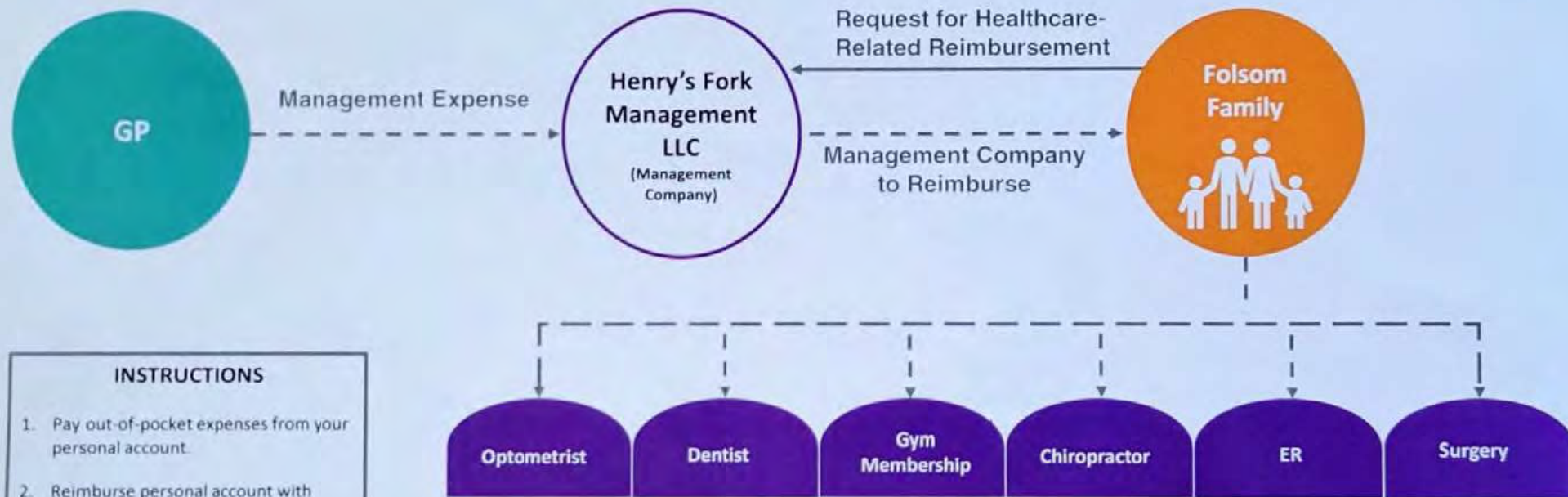
ASSET PROTECTION

Entity Engineering



SECTION 105 PLAN

Entity Engineering



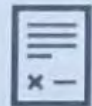
INSTRUCTIONS

1. Pay out-of-pocket expenses from your personal account.
2. Reimburse personal account with management company transfer.

In the memo field be sure to notate that it was a Section 105 Reimbursement.



Land Trust Uses an LLC as the Beneficiary

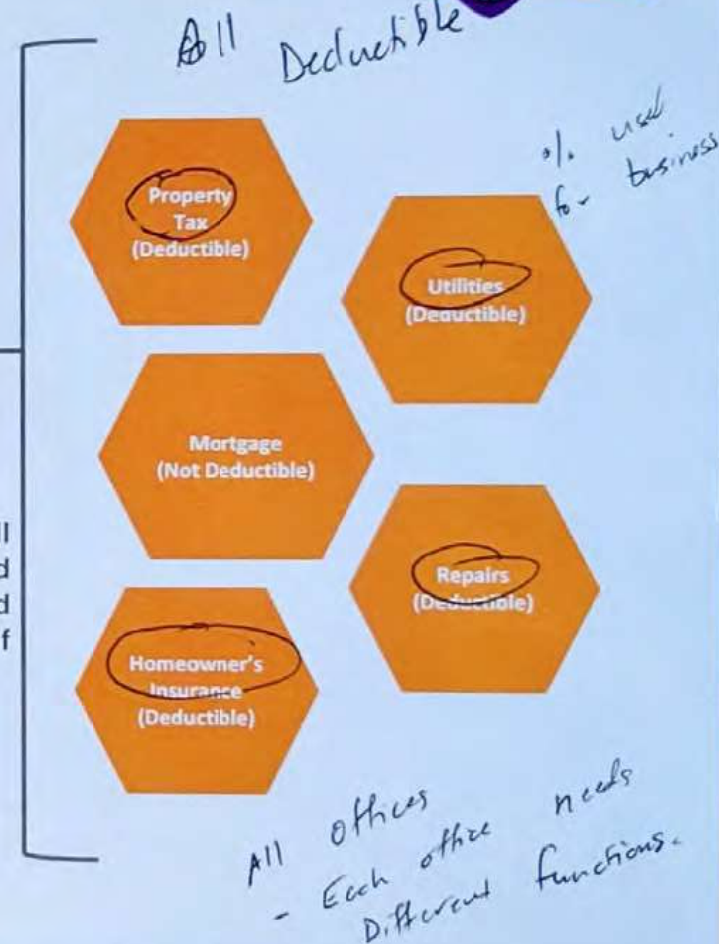


Your Home is Transferred into a Land Trust

Trustee Maintains an Accurate Record of the Beneficiaries of the Trust

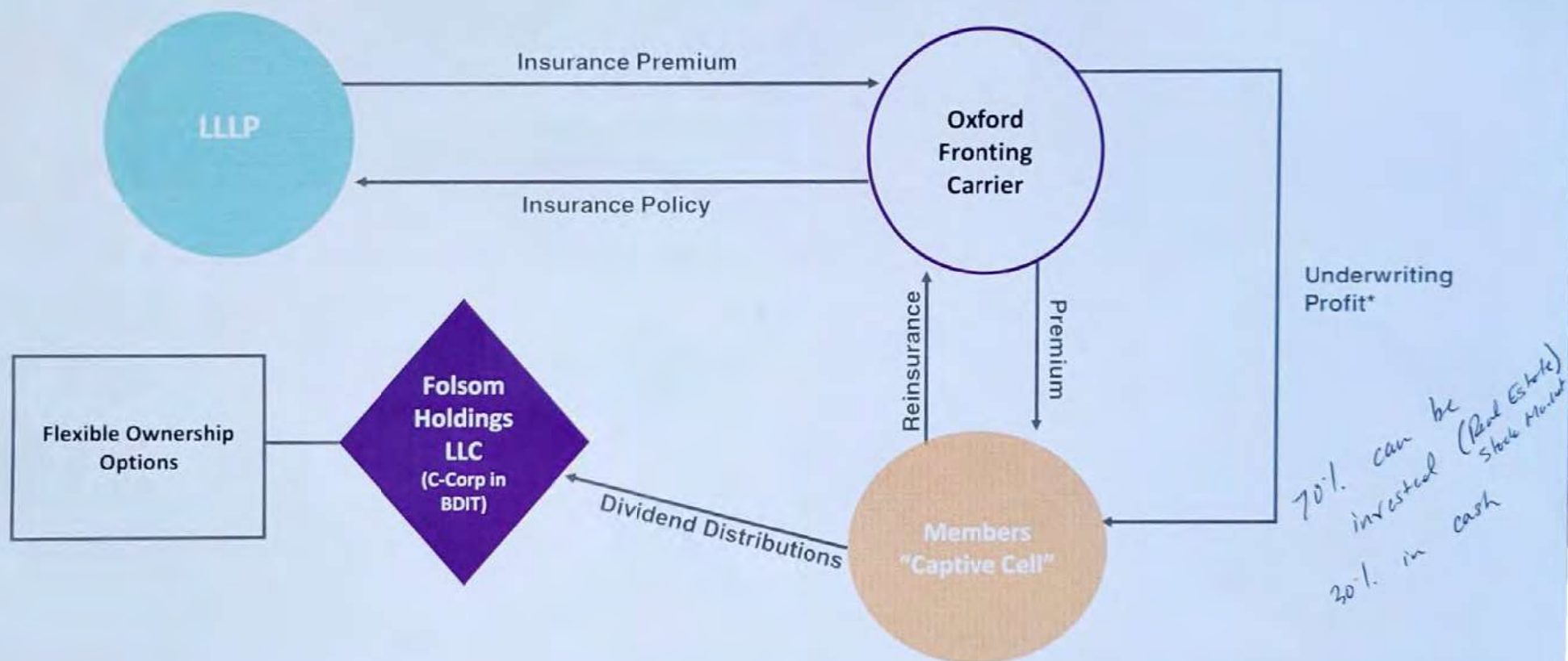


Beneficiary Pays All Home-Related Expenses on the Land Trust's Behalf



OXFORD CAPTIVE INSURANCE

Entity Engineering



Can we start going something with this

CHARITABLE PARTNERSHIP

Entity Engineering



STEP 1

The Folsom family transfers assets to the Folsom Charitable Limited Liability Partnership (LLLP)

THE FOLSOM FAMILY

\$\$\$

FOLSOM CHARITABLE LLLP

STEP 2

FOLSOM CHARITABLE LLLP

Contributions

1% GENERAL PARTNER (GP)

FOLSOM INVESTMENT GP

GP maintains:
1. Voting Rights
2. Investment Control

Irrevocable Gifts

99% Limited Partner (LP)

CHARITY

LP maintains right to receive income.
[No voting rights or investment control]
1. Right to receive income

Folsom Charitable LLLP is structured with a General Partner (1% GP) and a Limited Partner (99% LP)

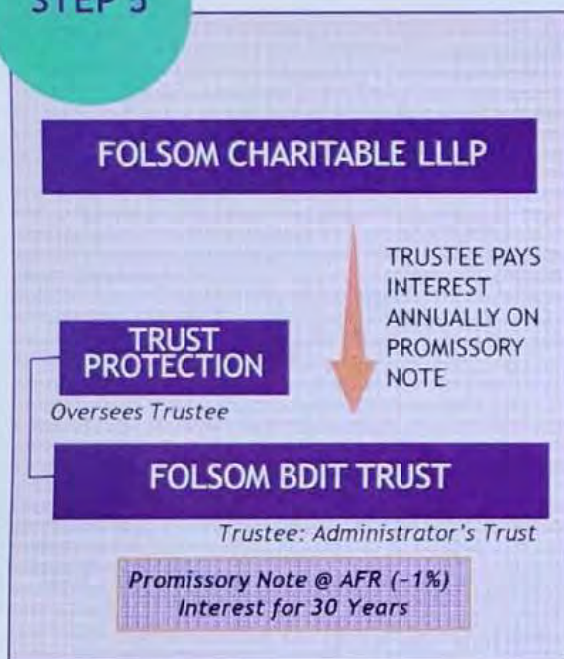
- Charity gets money each year

CHARITABLE PARTNERSHIP CONTINUED

Entity Engineering

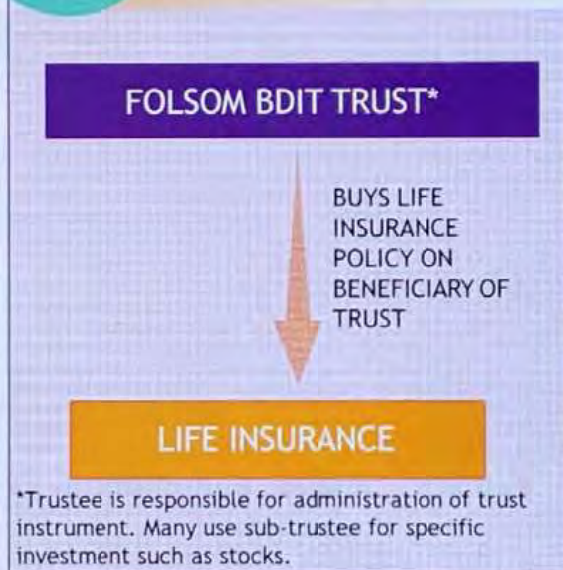


STEP 5

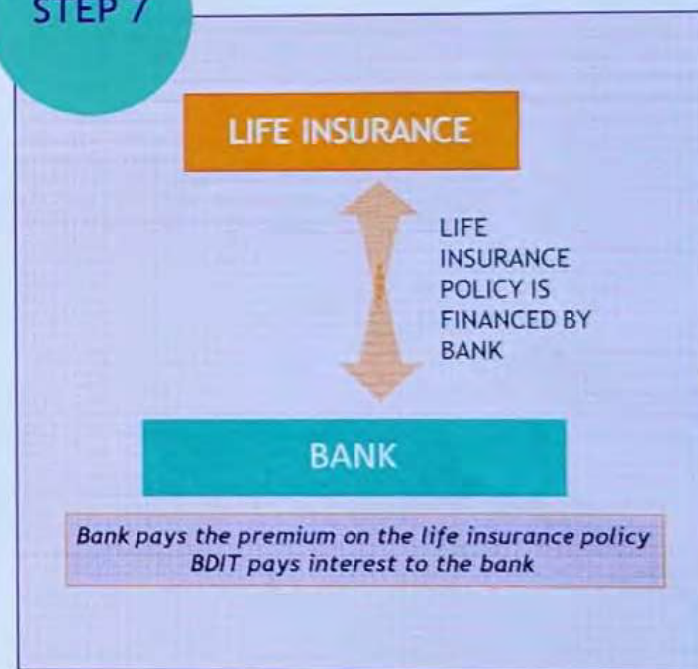


STEP 6

BDIT purchases life Insurance policy to protect the liquidity of the Beneficiary during their life and after passing on.



STEP 7



CHARITABLE PARTNERSHIP CONTINUED

Entity Engineering



STEP 3

CHARITY

EXAMPLE

Value of Asset	\$100,000,000
Discount Valuation	10%
Charitable Deduction	\$90,000,000

- The 99% LP interest creates a charitable deduction for the taxpayer equal to the value of the assets.
- Less a discount for:
 - (1) lack of marketability
 - (2) lack of control (Typically around 10%)

FOLSOM CHARITABLE LLLP

GP invests assets of charitable LLLP

Promissory Note @ AFR (~1%)
Interest for 30 Years

*Has to happen
each year*

LOAN ASSETS
(\$100,000,000)

TRUST PROTECTION

Oversees Trustee

FOLSOM BDIT TRUST

Trustee: Administrator's Trust

Estate tax free transfer for 360
years

FOLSOM FAMILY & BENEFICIARIES

STEP 4

CHARITABLE PARTNERSHIP CONTINUED

Entity Engineering



STEP 8

Life Insurance creates liquidity for client upon passing on or at the maturity of the Promissory Note

STEP 9

Charitable LLLP receives annual interest income from BDIT. Interest is paid out according to ownership percentages or as determined by the manager of the Charitable LLLP

LIFE INSURANCE

Promissory Note @ AFR
(~1%) Interest for 30 Years

Hypothetically the
BDIT invests assets at
8% and pays annual
interest of 1% to
FOLSOM Charitable
LLLP

FOLSOM CHARITABLE LLLP

7% annual arbitrage is created

FOLSOM CHARITABLE LLLP

1% OF ANNUAL
INTEREST
INCOME AS 1%
OWNER OF GP
INTEREST

FOLSOM INVESTMENT GP

99% OF ANNUAL
INTEREST
INCOME AS 99%
OWNER OF LP
INTEREST

CHARITY

EXPENSES

Entity Engineering



BDIT	Limited Liability Limited Partnership	Limited Partner	General Partner	Management Company	Holding Company	Personal Account	Land Trust Account**	Children Accounts
LLLP (99%)	General Partner (1%)	Business Travel	Owns Vehicle(s)	Children's Payroll	Life Insurance	Groceries*	Mortgage	Clothing
Limited Partner	Limited Partner (99%)	Business Meals & Entertainment	Gas & Vehicle Maintenance (If vehicle purchased by GP)	Health Related Reimbursements (Section 105)	Investments	Child Related* (If Not Using Children's Accounts)	Utilities	School Tuition & Supplies
Holding Co.	Income	Your Company Products & Expenses		Support Animal Reimbursements (Section 105)		Travel*	Property Tax	College Savings
Land Trust Beneficiary	Guaranteed Payments to Members	Business Charitable Contributions (i.e., Tithe, Donations, Charities, etc.)				Clothing*	Repairs	
Brokerage Accounts						Meals & Entertainment*	Landscaping	
Investments						Student Loans	Homeowners Insurance	
Partnership Interests						Furniture*		
						Gifts*		
						Health Related Expenses (Reimbursed by Mgmt. Co.)		
						Gas & Vehicle Maintenance (If vehicle not purchased by GP)		
						Personal Charitable Contributions (i.e., Tithe, Donations, Charities, etc.)		

*Must not be business related.
 **If no Land Trust, pay with LP.

ADDITIONAL ENTITIES

Entity Engineering



Ranching

Family Company
Partnership
Folsom Cattle LLC
Purpose: Cattle Ranching

Family Company
Partnership
Henry's Fork Cattle Co LLC
Purpose: Cattle Ranching

Family Company
Partnership
Folsom Cattle Management Services LLC
Purpose: Cattle Ranching

*Family Company
Hairpin Cattle*

Veterinarian Services

Veterinarian Company
Partnership
Cattle Health and Reproduction LLC
Purpose: Veterinary Services and Products

Veterinarian Company
Partnership
CHR Livestock Supply LLC
Purpose Veterinary products and Feed

Charity

Charitable Partnership
Partnership
JMF Charity Series LLC

Real Estate

Real Estate Company
Partnership
CHR Properties LLC

Family Company
Partnership
JMF Properties LLC

Family Company
Partnership
Folsom Cabin LLC

MONEY MOVEMENT

Entity Engineering



PREFERRED VENDORS & AFFILIATES

Entity Engineering



QWNTM Services, LLC

\$499 Formation (One-Time/Each)
\$17.77/Month Per Entity Registered Agent Fees
\$99 Dissolution (One-Time/Each)
\$99 Annual Filing Fee (Annually/Each)

WY Registered Agent

Penn Mutual

Services Included

Life Insurance Agency

Firm Foundation

Services Included
(Wire Transfer Fee May Apply)

Private Lending

TBH Tax, LLC

Services Included

Tax, Payroll, Bookkeeping

New Jerusalem

Services Included

Real Estate Portfolios

QWNTM Services, LLC

\$3,000/Land Trust Formation
(Includes LLC Formation Costs)

Deed Transfers

Cost Segregation Studies

Turn-Key Land Trust Solutions

Will work with outside vendors. Additional costs and timelines will apply.



Engineering Your Financial Powerhouse

Reach Out to Your Client Ambassador

Disclaimer

TBH Tax, LLC is not an "investment adviser" and does not provide "investment advice" or "investment recommendations" regarding any course of action, including without limitation as those terms are used in any applicable law or regulation. TBH Tax, LLC is not acting in a fiduciary or advisory capacity under any contract with you, or any applicable law or regulation. You will make your own independent decision with respect to any course of action in connection with TBH Tax, LLC's services, including whether such course of action is appropriate or proper based on your own judgment, specific circumstances, and objectives. You are capable of understanding and assessing the merits of a course of action and evaluating investment risks independently.

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"I eagerly expect and hope that I will in no way be ashamed, but will have sufficient courage so that now as always Christ will be exalted in my body, whether by life or by death." Philippians 1:20

